

ATHLETIC TRAINER SERVICES AGREEMENT

THIS ATHLETIC TRAINER SERVICES AGREEMENT ("Agreement") is entered into and effective as of this 1st day of August 2020, by and between Midwest Division - LSH, LLC d/b/a Lee's Summit Medical Center ("Hospital"), located at 2100 SE Blue Parkway, Lee's Summit, MO 64063, and Raytown School District ("School"), located at 6608 Raytown Road, Raytown MO 64133.

RECITALS

WHEREAS, Hospital employ licensed physical therapists and athletic trainers who are skilled in the practice of preventing, recognizing, assessing, managing, treating, and reconditioning athletic injuries ("Athletic Trainers");

WHEREAS, School engages in organized interscholastic sporting events in which School's students participate;

WHEREAS, Hospital is committed to developing agreements with local institutions to support its athletic programs, to improve student self-esteem, and to increase community involvement;

WHEREAS, School believes that students could benefit from the on-site Athletic Trainer's services for student athletes;

WHEREAS, Hospital is prepared to use its staff and resources to support Schools' athletic programs, improve student self-esteem, and increase community involvement;

WHEREAS, School desires that Hospital provide athletic training services for School students during athletic events, and Hospital desires to provide such services; and

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto with respect to the provision of such services.

NOW, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I — COVENANTS OF HOSPITAL

1.1 Attendance at Athletic Events. Hospital will provide on-site licensed Athletic Trainers for student athletes at Raytown South High School. The Athletic Trainers will be on the school campuses per a mutually agreed upon schedule and should arrive 30 minutes prior to a scheduled event. The schedule may be adjusted to account for time spent on the weekend or accompanying the students during identified out-of-town athletic events. The parties will mutually agree on a schedule. Hospital will make best efforts to provide coverage per the agreed upon schedule. In the event that this is not possible, Hospital will communicate with the School and propose an alternate coverage plan. Hospital will attempt to limit these situations as much as possible.

1.2 Athletic Training Services. During the athletic events at which Athletic Trainers are in attendance, they shall attend to any injuries sustained by School students as a result of the student's participation in the athletic event. Services provided by Athletic Trainers may include, without limitation: (1) performing physicals for student athletes as necessary, (2) conducting an initial assessment of an athlete's injury or illness and formulating an impression of the injury or illness in order to provide emergency care and referral to a physician for definitive diagnosis and treatment, if necessary; (3) administering first aid and emergency care for acute athletic injuries and illnesses; and (4) providing health care information to and counseling athletes while at the athletic event. Before athletic events, Athletic Trainers may carry out injury prevention measures to minimize the risk of injury during play. In addition, Athletic Trainers will provide on-site injury checks each week during competitive seasons, pre-participation physicals to student athletes at each school (mass participation format only), and will offer ImpACT testing for all high school student athletes in district after district approval (cost paid by student athlete or school). All examinations and treatment of student athletes will be performed in the presence of the parent, coach, another student athlete, or school designee. All services provided by Athletic Trainers will be in accordance with state and federal law, Board of Education policies and administrative procedures, and MSHSAA standards and guidelines with respect to the provision of such services, specifically including the assessment and treatment of concussions.

1.3 Professional Liability Insurance. Hospital, at its sole expense, shall maintain professional liability insurance coverage for Athletic Trainers. Hospital shall be solely liable and responsible for the qualifications, performance, acts or omissions of the ATCs. Hospital agrees to indemnify and hold School, its board of education, servants, agents and successors harmless from any claims, costs, losses or damages, including attorney fees, arising out of or caused by Athletic Trainers' willfully negligent or grossly negligent acts or omissions related to the performance of any of the duties or services required by this Agreement.

1.4 Employment of Athletic Trainer. Hospital shall employ each Athletic Trainer and shall make all hiring and firing decisions with respect to Athletic Trainers. Hospital shall be solely responsible for paying the salary of each Athletic Trainer. Hospital shall not utilize an Athletic Trainer to provide services under this Agreement about whom School has made a reasonable written objection. Hospital shall ensure that each Athletic Trainer providing services under this Agreement undergoes a criminal background check in accordance with state law and Board of Education Policy GBEBEC and Administrative Procedure GBEBEC-AP and any future modifications made thereto.

1.5 Scheduling of Services. Athletic Trainers will plan and coordinate with the school contact persons the following: (i) the school visitation schedule for games (ii) the selected athletic events he/she will attend.

1.6 Equipment. Hospital will provide the majority of all required athletic training supplies and equipment needed by School's students with the exception of white athletic tape and under wrap. It will be the responsibility of School to provide these two supplies as needed by the Athletic Trainer. The exact athletic training supplies will be determined jointly by the contact person from the School and the Hospital representative.

ARTICLE II— COVENANTS OF SCHOOL

2.1 Student Athletes. School coaches shall identify the student athletes with injuries and direct such students to the Athletic Trainers.

2.2 School Contact Person. School shall select a school contact person who will be responsible for communicating with the Hospital Athletic Trainers.

2.3 Facility. School shall provide facilities for the Athletic Trainers to conduct examinations and other athletic training services. School shall also ensure the presence of the parent, coach, or school designee during the examination and treatment of student athletes.

2.4 Consent to Treatment. School will be responsible for gathering and providing to Hospital a signed copy of the consent to medical treatment form for all participants in the School's athletic programs.

2.5 Compensation. School will pay to Hospital \$25 per hour for the first 450 hours in a school year for all Athletic Trainer coverage, which will be scheduled per Section 1.1 and 1.5 and agreed upon before the event. School will pay to Hospital \$30 per hour for any Athletic Trainer coverage exceeding 450 hours in a school year. School will pay for actual coverage of events, not based on the agreed schedule, and Hospital will invoice School on a monthly basis for such services. Such payment shall be due and payable within 30 days of receipt by School of the monthly invoice. Also, School will pay to Hospital a fee for services in the form of the in-kind services as outlined in Section 2.8 of this agreement.

2.6 Intentionally Omitted.

2.7 Provider Status. School represents and warrants to Hospital that School: (i) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is not under investigation or otherwise aware of any circumstances which may result in School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and School shall immediately notify the Hospital of any change in the status of the representation and warranty set forth in this section. Any breach of this Section shall give Hospital the right to terminate this Agreement immediately for cause.

2.8 Advertisement School agrees to provide the following advertising opportunities to Hospital:

- (a) School will promote Hospital as the "Official Provider of Sports Medicine"
- (b) School will include Hospital logo and link to Hospital website on School website(s) and in email blasts related to sporting activities
- (c) School will read a total of 30 second spot at each sporting event that has an announcer.
- (d) School will display banners at each indoor/outdoor athletic venue on the School's campus including, high schools and middle schools. The specific type and size of the signage shall be agreed upon by School and Hospital.

(e) School will allow Athletic Trainers speak to parents and students at the initial meeting for each sport and participation/promotion award banquets for athletics.

Notwithstanding any provision of this Agreement to the contrary, any advertising activities by Hospital, or by School on their behalf, will be subject to and in accordance with Board of Education Policy KI and Administrative Procedure KI-AP and any future modifications made thereto.

ARTICLE III — TERM AND TERMINATION

3.1 Term. The term of this Agreement shall be from August 1, 2020 to July 31, 2021¹³, unless terminated by either party according to the provisions herein.

3.2 Termination Without Cause. Either party may terminate this Agreement without cause by giving at least sixty (60) days prior written notice of termination to the other party.

3.3 Termination With Cause. Either party may terminate this Agreement with cause by giving at least ten (10) days prior written notice of termination to the other party. Any material breach of this Agreement will be deemed to constitute cause for termination.

3.4 Termination By Mutual Consent. This Agreement may be terminated prior to the end of the term hereof by mutual written agreement of the parties.

ARTICLE IV — MISCELLANEOUS PROVISIONS

4.1 Student Records. The Athletic Trainer shall complete appropriate School forms for all athletes examined and/or treated. School will keep proper records/forms regarding injured student athletes. School shall facilitate the exchange of information about injured student athletes between the Athletic Trainers and the School. Hospital and Athletic Trainers shall at all times maintain confidentiality of student records and information in accordance with Board of Education Policy JO, Administrative Procedure JO-AP, and the Family Educational Rights and Privacy Act.

4.2 Force Majeure. [Neither party shall be liable for failure to perform, nor delay in performing, any of its obligations under this Agreement caused by forces or circumstances beyond its reasonable control, and without fault or negligence on the part of that party. Such forces or circumstances shall include, but not be limited to, Acts of God, acts of civil or military authority, fires, floods, epidemics, quarantines, and civil commotion. However, in the event of such a force or circumstance becoming manifest, the party that finds itself unable to perform shall promptly notify the other party in writing and shall take all reasonable steps to remove such impediments to its performance.](#)

4.3 Assignment. Hospital will not assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of School. School will not assign or transfer any or all of its rights, duties, or obligations under this Agreement without prior written consent of Hospital.

4.34 No Waiver of Immunity. Neither Hospital nor School waives or relinquishes any immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents as a

result of its execution of this Agreement and performance of the functions or obligations described herein.

4.54 Authorization of Agreement. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

4.65 No Waiver. No waiver of a breach of any provisions of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

4.76 Notice. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Lee's Summit Medical Center
Attn: President/CEO,
2100 SE Blue Parkway
Lee's Summit, MO 64063

To: Raytown School District
Attn: Associate Superintendent, Dr. Steve Shelton
6608 Raytown Road
Raytown MO 64133

Any party may designate a different address by giving the other party ten days prior written notice in the manner provided above.

4.78 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the state of Missouri, and venue shall lie in Jackson County, Missouri.

4.98 Entire Agreement. This Agreement contains the entire understanding between the parties with regard to the matters referred to herein and supercedes all prior agreements, either oral or written, with respect to the subject matter hereof.

4.109 Independent Relationship. It is mutually understood and agreed that Hospital and School, in performing their respective duties and obligations under this Agreement, are at all times acting and performing as independent contractors with respect to each other, and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship between the parties.

4.110 Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement shall require School or School's representatives to refer or to admit any patients to, or order any goods or services from Hospital. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b).

4.12+ HIPAA Requirements. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

IN WITNESS WHEREOF, the execution hereof effective as of the date first set forth above.

HOSPITAL

Midwest Division - LSH, LLC
d/b/a Lee's Summit Medical Center

by: _____
Date

Name: John McDonald
Title: President and Chief Executive Officer

SCHOOL

Raytown School District

by: _____
Date

Name: _____

Title: _____