

**COSHOCTON REGIONAL MEDICAL CENTER
ATHLETIC TRAINING
CONSULTANT AGREEMENT**

This agreement is made and entered into as of June ___, 2020, by and between **Coshocton School System** (hereinafter "School ") at 1205 Cambridge Rd, Coshocton, Ohio 43812 and **Prime Healthcare Foundation – Coshocton, LLC doing business as Coshocton Regional Medical Center** (hereinafter "CRMC"), at 14560 Orange Street, Coshocton, Ohio 43812.

For and in consideration of the mutual promises, covenants, and agreements hereinafter set forth, CRMC and School with the intent to be legally bound, agree as follows:

1. Responsibilities of CRMC:

A.

A. CRMC will provide School a Full-time athletic trainer employed by CRMC, certified by the National Athletic Trainer's Association, licensed by the State of Ohio, with current CPR certification, for the high school athletic calendar year, for the provision of the following services:

(i) practice and game coverage forty (40) hours per week. The athletic trainer will be on campus starting August 1 till 2 days after the last athletic event the following June. The priority of what is covered shall be determined by mutual agreement of the Athletic Director and the Athletic Trainer, but in no event shall the athletic trainer be expected to provide Emergency Medicine or any other medical or clinical services outside the scope of his or her licensure and/or certifications;

(ii) regularly daily scheduled on-site hours for reconditioning of athletes and injury clinics for the evaluation of athletic injuries;

(iii) supervision and monitoring of rehabilitation and reconditioning protocols as prescribed by a physician;

(iv) documentation of all student contacts;

(v) monitoring of athletic training supplies and inventory and preparation a proposed budget for training supplies;

(vi) a year-end injury analysis of athletes and recommendations to the athletic director and relevant coach(es);

(vii) if desired by the school, a student assistant program;

(viii) for a minimum fee to the athlete, a pre-season sports physical

during the spring/summer preceding the up-coming athletic year;

(ix) educational seminars desired by the Booster clubs, parents, athletes, coaches, and administration;

(x) a cursory inspection of athletic training equipment for its fitness of use. School understands that its athletic trainers do not hold themselves out as qualified technicians able to provide expert opinions regarding the fitness of such equipment;

(xi) immediate Physician access to athletes when the trainer contacts the team physician's office;

(xii) provision of Automatic External Defibrillator (AED) services. This subsection shall only apply in the event School, owns, properly maintains, and properly stores an AED device. School shall insure said device. If, in trainer's sole discretion, the AED device is improperly stored or maintained, trainer shall not provide services contained within this subsection. School shall indemnify and hold trainer and CRMC harmless for any and all claims, judgments, demands, actions, causes of action, damages, expenses, including reasonable attorney fees and court costs, and sums of money of any nature whatsoever, arising out of any willful or negligent act or omission by School, its employees, agents, or contractors, with respect to their responsibilities within this subsection, and;

- B. Trainer shall not provide injury assessment and treatment to any other individuals except athletes of School pursuant to this Agreement.
- C. Trainer shall be fully covered under CRMC's professional liability and malpractice coverage.
- D. Every attempt will be made by CRMC to provide a substitute trainer in the event the full-time Trainer is absent from any event/coverage.

2. Responsibilities of School:

- A. In consideration for the services provided herein, School shall pay CRMC \$0.00 per year for the first 5 years.

Commented [RT(1)]: Is this supposed to be zero?

- B. School shall provide adequate space, facilities, equipment, technology, and supplies to CRMC for carrying out its duties herein.
 - (i.) Modified golf cart for transportation of needed athletic training and emergency supplies.
 - (ii.) Provide ice machine with capacity of producing 750lb per day
 - (iii.) Provide space for an athletic training room. Furnishing of athletic training room as deemed necessary by mutual agreement of athletic trainer and athletic director

- (iv.) Technology for provision of services of record keeping, Impact program maintenance, and communication verbal and written by athletic trainer to various simultaneous athletic practices, games, and events.
- (v.) Provide a budget to purchase expendable athletic trainer supplies and durable goods needed for the athletic teams of school

C. Board shall permit CRMC to display banners at all School's athletic complexes in accordance with CRMC's brand standards and to be provided with title or lead sponsor ad space in all athletic programs and to be exclusive in the first right of refusal in the orthopedic and sports medicine categories in all advertisement to athletes and fans at athletic facilities of the school.

- (i) Board shall make an announcement during the quarter and halftime of home events when the public address system is utilized that CRMC is providing Sports Medicine coverage at Coshocton Schools. CRMS PR will provide the wording for this announcement.

D. School shall provide the Athletic Trainer with schedules and give notice of additional and/or canceled contests.

3. **Term:** The term of this agreement shall commence upon the 1st day of August, 2020, and shall end two (2) days after the last athletic contest of June 2021.
4. **Termination:** Either party may terminate this agreement at any time, with or without cause, upon providing one hundred eighty (180) prior, written notice to the other party.
5. **Exclusivity:** During the term of this Agreement, CRMC will be the sole and exclusive provider to School, of all services enumerated in Section 1.
6. **Independent Contractors:** The relationship of the parties by reason of the Agreement shall be that of independent contractors.
7. **Non-Interference:** School agrees that, during the term of this Agreement and for a period of one year thereafter, it shall not: (i) induce any athletic trainer of CRMC to leave the employ of CRMC; (ii) interfere with the relationship between CRMC and any athletic trainer thereof, or; (iii) hire any athletic trainer who was an employee of CRMC at any time during the term of this Agreement. School acknowledges the difficulty in calculating damages for such interference and hereby agrees that in the event of such interference, School shall pay CRMC liquidated damages in the amount of Thirty-Five Percent (35%) of the employee's yearly salary at CRMC.

8. **Medicare Access to Records:** The parties agree to make available upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement, and such books, documents and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder to the full extent required by Section 952 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. 1395x(v)(1)(l), or by any other applicable federal or state authority. If either party carries out this Agreement via subcontracts, it agrees to include a clause similar in effect to this in such contracts to ensure compliance with the above law.

9. **Notice:** Any notice or other communication required or desired to be given herein shall be deemed sufficiently given when delivered personally or mailed as follows:

If to School:

C.F.O. /Treasurer
Coshocton Schools
1205 Cambridge Rd.
Coshocton, Ohio 43812

or

Tim Fortney
Athletic Director
Coshocton High School
1205 Cambridge Rd.
Coshocton, Ohio 43812

If to CRMC:

J. Todd Dawson, PT
Director, CRMC Rehab
311 South 15th St
Coshocton, Ohio 43812

or

Stephanie Conn
CEO, Coshocton Regional Medical Center
14560 Orange Street
Coshocton, Ohio 43812

Coshocton Regional Medical Center

_____ on _____ 20____.

_____ on _____ 20____.

Coshocton Schools

_____ on _____ 20____.

_____ on _____ 20____.