

# REPORT SUMMARY SHEET

**BOARD MEETING DATE:** May 21, 2018

**TITLE AND BRIEF DESCRIPTION:** Athletic Trainers

The Eldon School District is going to partner with Capital Region Medical Center to provide instruction of student athletes and coaching staff on proper athletic conditioning, regularly observing athletic sessions, evaluating injuries of student athletes, and providing assistance, instruction, and recommendations towards the rehabilitation of injured student athletes. Trainers will attend our 62 varsity events.

**ACTION DESIRED:**

Approval of agreement with Capital Region Medical Center.

**BACKGROUND:**

Currently, our school district works with Dr. Griswold of Capital Region Medical Center as the team physician. Dr. Griswold has been doing this for over 20 years for our school. We have worked with Dr. Griswold in coming up with this agreement.

**GOALS:** To improve the health and wellness of our student athletes. The athletic trainer's will maintain records of evaluations and services he/she provides for individual student athletes. The trainers will make weekly visits to the High School to check the status of injured athletes and will provide injury reports as needed to the athletic director and coach. An athletic trainer will attend during school-sponsored games at the varsity level. We have 62 varsity level events. We will also have them in attendance at JV Football games.

**RECOMMENDATION:** I move that we accept the agreement with Capital Region Medical Center as presented.

**IMPLICATIONS OF ADOPTION/REJECTION OF RECOMMENDATION:**

If adopted, the school district will incur a cost of approximately \$4,000 to cover travel and tournaments. If rejected the district would not have coverage with an athletic trainer.

**TIMELINE:**

2018-2019 school year.

**RESPONSIBLE PERSONS:** Steve Henderson

**SUPERINTENDENT'S APPROVAL:**



For the purpose of submitting report

## AGREEMENT TO PROVIDE ATHLETIC TRAINERS

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Capital Region Medical Center (hereinafter referred to as “CRMC”) and Eldon High School, State of Missouri (hereinafter referred to as “High School”).

### MISSION

The Mission of Capital Region Medical Center is to improve the health and promote wellness in the communities we serve.

### VISION

The Vision of Capital Region Medical Center is that our service and quality will set the standard of excellence for a community health system.

WITNESSETH:

WHEREAS, CRMC has established a program to provide services of licensed athletic trainers (LAT) to Missouri high school athletic departments; and,

WHEREAS, services provided by the (LAT) shall include instruction of student athletes and coaching staff on proper athletic conditioning, regularly observing athletic sessions, evaluating injuries of student athletes, and providing assistance, instruction, and recommendations towards the rehabilitation of injured student athletes.

NOW THEREFORE, in consideration of the above recitals, the parties hereto agree as follows:

1. **Services to be provided by CRMC:** CRMC shall provide LAT’s to the High School.
2. **Obligations of CRMC:**
  - a. The LAT’s shall be employees of CRMC and will be covered by professional liability insurance maintained and provided by CRMC.
  - b. The LAT’s shall provide services under the direction of the team physician, and if none is present, another physician that is on-site or per standard operating procedures, or in accordance with NATA guidelines, when no team physician is present.

- c. The LAT's shall maintain records of all evaluations and services he/she provides for individual student athletes.
- d. CRMC LAT's shall make weekly visits to the High School to check the status of the injured athletes and will provide injury reports as needed to the athletic director/coach. Weekly visits can be combined with on-site event coverage.
- e. CRMC shall not be deemed to be in breach of this Agreement if it is unable to provide LAT's due to severe weather conditions, motor vehicle accidents, sudden illness of its employees, acts of terrorism, civil disobedience, or acts of God.

### 3. **Obligations of the High School:**

- a. The High School shall pay compensation to CRMC for the services of its LAT's **as set forth on Exhibit A.**
- b. The High School shall allow the LAT's to utilize the High School's supplies, equipment and facilities necessary in the rendering of services. The LAT's may, at the sole discretion of the LAT's use CRMC's supplies, equipment and facilities in providing services.
- c. Cause of the student (or parent or legal guardian for students under the age of eighteen) to execute the Release of Information in the form attached hereto as Exhibit B.
- d. High School shall provide free advertising in the team programs given at each contest and consisting of one full page/and or other literature printed in the seasonal sports program as shown in Exhibit C. High School and CRMC shall cooperate with each other as to the nature of the advertising. High school must announce during the contest who is providing sports medicine coverage with the phrase "Athletic Training Services are provided by Capital Region Medical Center Sports Medicine." In addition, High School shall allow CRMC to display banners at the sporting events.
- e. High School shall provide a full detailed schedule of events to be covered a minimum of 6 weeks prior to events. If an event would need to be re-scheduled, (for example due to inclement weather), the school shall provide 48 hours notice to the LAT in order for them to be able to cover the event. In the event less than 48 hours notice is given, the LAT will attempt to provide coverage for the event if schedule allows. The inability of the LAT to provide

coverage for a rescheduled event upon less than 48 hours notice shall not constitute a breach of this Agreement on the part of CRMC.

- f. High School shall provide a full detailed list of all coaches with cell phone number and email address at the beginning of the school year.
4. **Non Physician Services:** The services of the LAT's shall in no way be a substitute or an alternative to those of licensed physicians. The athlete should consult with his/her own physician or team/consulting physician for definitive diagnosis and treatment plan.
5. **Term:** The term of this Agreement shall be effective for the current school year and shall automatically renew itself for three consecutive school years unless either party gives (60) days notice to the other party prior to the expiration of the then current school year that this Agreement shall not be renewed.
6. **Exclusivity:** CRMC shall be the sole provider of athletic training services to High School on site or at sporting events listed during the term of this Agreement and High School agrees not to utilize the services of any other LAT's. Recognizing that CRMC is the exclusive provider of athletic trainer services pursuant to this Agreement.
7. **Medical Records:** The ownership and right of control of all records of LAT's shall vest exclusively with CRMC.
8. **Independent Contractor Status:** CRMC and High School are independent entities and nothing in this Agreement shall be construed to be deemed or creating a relationship of employer and employee, nor principal and agent, nor joint ventures, nor partners, nor any relationship other than that of independent parties contracting with each other for purposes of carrying out the provisions of this Agreement.
9. **Interpretation:** This Agreement constitutes the entire agreement between the parties and supersedes any other agreements and understandings, whether written or oral, between the parties. No amendment, modification, or discharge of this Agreement, and no waiver hereof, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge, or waiver is sought.
10. **Governing Law:** This Agreement shall be governed by and controlled in accordance with the laws of the State of Missouri.

11. **Notices:** Any notice required hereunder shall be given by sending the same via certified mail, postage prepaid, to the other party at the following addresses:

**HIGH SCHOOL**

Eldon High School

101 South Pine St

Eldon, MO 65026

**CRMC**

Sports Medicine Department

PO Box 1128

Jefferson City, MO 65102-1128

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year set forth above.

**HIGH SCHOOL**

**CRMC**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT A

### SERVICES TO BE PROVIDED BY CRMC TO HIGH SCHOOL

The sports coverage listed below will be provided at **no charge** to the school, other than compensation described in Section 3(d) of the Agreement and for mileage from CRMC to home and away game venue, as described below.

An athletic trainer will be in attendance during school sponsored varsity and junior varsity tournaments as outlined below. (Athletic Director to check events/games for desired coverage).

#### Fall Sport Coverage:

- \_\_\_\_\_ JV Football – home games
- \_\_\_\_\_ Varsity Football – home and away games
- \_\_\_\_\_ Varsity and JV Volleyball –home games when available
- \_\_\_\_\_ Varsity and JV Volleyball/Softball - Tournaments
- \_\_\_\_\_ Varsity and JV Softball –home games when available
- \_\_\_\_\_ Cross Country Meets

#### Winter Sport Coverage:

- \_\_\_\_\_ Boys Varsity and JV Basketball – home games when available
- \_\_\_\_\_ Girls Varsity and JV Basketball – home games when available
- \_\_\_\_\_ Boys and Girls Basketball Tournaments
- \_\_\_\_\_ Wrestling Meets and Tournaments

#### Spring Sport Coverage:

- \_\_\_\_\_ Varsity and JV Baseball – home games when available
- \_\_\_\_\_ Varsity and JV Home Track – home meets

#### Costs for Coverage of Tournament Games/Jamboree are as follows:

Baseball/Softball/Basketball/Volleyball \$75/game

Wrestling Tournament \$125

Football Jamboree if hosted by Eldon \$160

## EXHIBIT A (continued)

\*\* Mileage will be paid at the current IRS approved rate (current rate is \$0.54 per mile) from CRMC to and from the home and away game venues. CRMC has the right to increase or decrease the rate according to current IRS rates without written notice.

A bill will be issued at the end of each season to the school with payment to be received within 30 days of receipt.

### **District/Sectional/Quarterfinal State Event Coverage**

CRMC shall provide LAT coverage for the District/Sectional/Quarterfinal Sporting Events that are **hosted** by the High School in consideration for the compensation below.

#### Compensation for District/Sectional/Quarterfinals Event Coverage

- Football \$160/game
- Baseball/Softball \$75/game
- Basketball \$75/game
- Volleyball \$75/game
- Wrestling Meets \$250 per LAT (number of LATs attending the event will be determined by the number of teams/participants).
- Cross Country/Track Meets \$250 per LAT (number of LATs attending the event will be determined by the number of teams/participants).
- Mileage will be paid at the current IRS approved rates (current rate is \$0.54 per mile) from CRMC to and from either the home or away game venue. CRMC has the right to increase or decrease the rate according to the current IRS rates without written notice.

**EXHIBIT B**

**RELEASE OF INFORMATION**

**HIGH SCHOOL**

(Please Print)

Athlete's

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Year in School \_\_\_\_\_

Sport or Sports: \_\_\_\_\_

I hereby authorize the Athletic Trainers/Physicians to release information regarding the health status of myself (over 18 years of age) or my son or daughter to their coach as it relates to their ability to participate or the care of their injuries/illnesses. This release will be in effect for the 20\_\_\_\_/20\_\_\_\_ school year unless notified in writing to change release of information.

Signature: \_\_\_\_\_

\_\_\_\_\_  
Relationship to Student if Signed on Behalf of Student Under the Age of 18

Date: \_\_\_\_\_



Exhibit C  
Sports Medicine Program Advertising Image

**ATHLETIC TRAINING SERVICES  
PROVIDED BY:**

 **Capital Region**  
**SPORTS MEDICINE**  
*University of Missouri Health Care*

**573.638.3400**  
[www.crmc.org](http://www.crmc.org)

**Better. Every day.**