

## **Athletic Training Agreement**

This Agreement is made and entered into August 1, 2018 (Effective Date) by and between BMH, Inc. d/b/a Orthopedic Institute ("OI") and Bonneville Joint School District No. 93 ("School"). OI and School may be referred to herein individually as a "Party" and collectively as the "Parties."

### **Recitals**

1. It is acknowledged by the parties that School currently operates three (3) High Schools, namely, Bonneville High School, Hillcrest High School, and Thunder Ridge High School, which offer athletic activities.
2. It is acknowledged that the services provided by OI will apply to each High School equally and that any reference to a school herein applies to each High School.
3. It is acknowledged that for purposes of this agreement "Student Athlete" is defined as any student enrolled in a District 93 school and who is participating in a sport or activity governed or sanctioned by the Idaho High School Athletic Association or in a sport or activity provided by the School, including but not limited to, cheerleading, marching band, dance team or other similar activities.

### **Agreement**

**NOW, THEREFORE,** in consideration of the foregoing recitals, the terms, conditions and other provisions contained herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. OI agrees to provide mutually agreed upon nationally certified and Idaho licensed athletic trainers to the School as set out under the terms of this agreement. Exhibit A defines the mission and scope of service of the athletic trainers licensed in the State of Idaho along with definitions associated with athletic trainers. The Athletic trainers provided will undertake the following services:
  - a. Injury assessments that are timely to insure appropriate treatment for student-athletes. The assessments will take place during on-site school visits. OI also offers regularly scheduled injury assessments, **by appointment**, at one of the area clinics with a certified athletic trainer. Monday - Friday from 9:00 AM to 12:00 PM. This service is available to all athletes free of charge. OI will provide a list of the participating clinics for distribution to the student athletes.
  - b. School-based injury treatment and rehabilitation to the student athlete allowing for maximum convenience with regard to the student's class and practice schedules on the trainer's regular scheduled days at the school. The trainer will also assist in the application of support taping, bracing, and protective equipment, if supplied by the School.
  - c. Consultation with student athletes and parents regarding questions of personal health, nutrition, and fitness when necessary.

- d. Work with School to develop and enact an emergency action plan (EAP) to insure timely and coordinated response to a serious injury during a contest or practice. School shall provide trainer with basic taping and first aid supplies. OI will meet with School officials, prior to August 1 each year to establish the supplies to be provided by School.
  - e. In the event there is an unexpected absence or illness on the part of a Trainer, OI will make arrangements for substitute coverage, if possible.
  - f. With regard to concussion management of the student athlete, OI will provide School a free license from Impact (neurocognitive software company) to perform neurocognitive computerized testing and assist School in following all state and national guidelines to allow for the student athlete's safe return to the activity/sport participated in by the student athlete.
2. OI agrees to provide athletic training services to each school an average of 20 hours per week per school during the normal school year. During any off season, defined as those times during the school year when no athletic activities are scheduled, OI will provide a level of service that satisfies the School's athletic training needs, not to exceed 20 hours per week per school. OI will not provide services during summer (non-school year) activities, unless otherwise requested by School and agreed to by OI. Any services provided for summer camps will be under a separate agreement with OI.
3. Tournaments, away games or other athletic events may be covered as mutually agreed upon by OI and School. School will be responsible for travel, lodging, game entrance, etc., for the trainer providing these additional services.
4. Each certified athletic trainer will notify the athletic director and/or coaching staff if he/she is unable to be available at the weekly visit(s) at the assigned school or provide game coverage due to an illness or other emergency. The athletic director and/or coaches are responsible for notifying the certified athletic trainer if a scheduling change occurs for a game. When possible, the notification should be at least two days after the School learns of the scheduling change. If the change is caused by weather or another unforeseen circumstance, same day notification by the School is sufficient.
5. The athletic trainer will not transport injured athletes to and from any emergency room or hospital.
6. School will allow OI to hang banners, contact information, advertisement opportunities, and provide Public Address Announcements pertaining to OI for the Athletic Training Services provided to the School and the student athletes at no charge to OI. All such items and announcements shall meet any and all content requirements and/or other restrictions normally applicable to all such items purchased by third parties.
7. The term of this Agreement ("Term") shall be for three (3) years and commence on August 1, 2018 ("Commencement Date") and terminate on July 31, 2021 ("Termination Date"), unless terminated sooner pursuant to the terms and provisions of this Agreement. The Agreement shall automatically renew thereafter for successive terms of one (1) year



("Renewal Term(s)"), unless a Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the Initial 3 (three) year Term or any subsequent Renewal Term of the Agreement. Except as otherwise provided herein, this Agreement may be terminated upon the occurrence of anyone of the following:

- a. Upon mutual written agreement of the Parties.
  - b. In the event of a material breach of this Agreement by any Party, the other Party shall have the right to terminate this Agreement by service of written notice of the breach upon the defaulting Party (the "Default Notice"). The defaulting party shall have thirty (30) days to cure the default to the reasonable satisfaction of the non-defaulting party. Failure to cure within such time period automatically terminates this agreement.
  - c. Immediately, by either Party should the other Party (i) show gross or willful misconduct in connection with the performance of its duties and responsibilities under this Agreement; (ii) willfully fail to comply with requirements of applicable federal, state or local law, rule or regulation, provided that such failure to comply has a material adverse effect on the terminating Party; or (iii) breach of any representation or warranty made in this Agreement.
8. OI has exclusivity and first right of refusal to sideline and game coverage at any home athletic event of the schools covered by this agreement, as well as away events or any other events we are present for with the intent of providing sports medicine coverage. In the event that OI does not provide a trainer or medical coverage at any home event, School is free to make whatever arrangements School deems necessary under the circumstances.
  9. OI will provide coaches the opportunity to receive First Aid/CPR training along with other coaching education on injury prevention and care for their student athletes on an annual basis. OI agrees to provide a schedule for such training no later than August 1st of each year.
  10. OI will provide student athletes the opportunity to receive a Pre-participation physical examination/Sports physical to all participating student athletes (9<sup>th</sup> – 12<sup>th</sup> grades) at no cost to the student athlete or the school district at least once annually. Any further physician ordered testing or office visits would be a charged service. These physical examinations will be offered at a prescheduled time only, OI will provide to School an anticipated schedule of when the exams will be provided for each sport prior to the beginning of practice for each sport. School will provide to OI on or before August 1 of each year a schedule of the beginning dates of practice for each sport and a schedule for each home event.
  11. OI shall purchase and maintain, at no cost to School, general and professional liability insurance, including products and contractual liability coverage appropriate for their respective business activities, OI's insurance shall cover all of its own personnel. OI's policy has named Bonneville Joint School District 93 as an additional named insured on the policy (policy attached). OI shall provide evidence of such coverage upon request and shall provide written notice of any change of coverage within thirty (30) days of the

effective date of such change in status by registered mail. OI will provide immediate notice to School of cancellation of any coverage.

12. Each Party agrees to be solely responsible for its own acts or omissions arising out of the performance of this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from and against any and all liability, loss, claim, lawsuit, injury, cost, damage or expense whatsoever (including reasonable attorneys' fees and court costs at all levels of trial and appeal), arising (a) from or incident to a negligent or intentional act or omission by the indemnifying Party or any of its employees, agents, contractors or subcontractors, or (b) from a breach or default, in the performance or non-performance of any duty or responsibility under this Agreement, by such indemnifying Party or any of its employees, agents, contractors or subcontractors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

BMII, INC, d/b/a Orthopedic Institute

By: 

Printed Name: Jake Erickson

Date: 1/29/18

Bonneville Joint School District No. 93

By: 

Printed Name: PAUL JENKINS

Date: 14 MARCH 2018



## **BOARD of ATHLETIC TRAINERS**

### **Mission Statement**

To promote the public health, safety, and welfare and to promote the highest degree of professional conduct on the part of athletic trainers. The licensure of persons offering athletic trainer services to the public helps to assure the availability of athletic trainer services of high quality to persons in need of such services.

The Board of Athletic Trainers is an advisory body to the State Board of Medicine. The Board of Athletic Trainers is responsible to administer, coordinate, and enforce Idaho law concerning athletic trainers. They evaluate the qualifications and fitness of applicants, and approve the applications for licensure. They may issue subpoenas, examine witnesses, and administer oaths, and may investigate practices which are alleged to violate the provisions of the athletic trainer law. The Board of Athletic Trainers evaluates all applicants for qualification and fitness for licensure, and makes recommendations to the Board of Medicine concerning the issuance and revocation of licenses. They also recommend rules to be promulgated concerning athletic training.

"Athletic trainer" means a person who has met the qualifications for licensure and is licensed under this chapter, and carries out the practice of athletic training under the direction of a designated Idaho licensed physician, registered with the board or a designated Idaho licensed chiropractic physician. The practice of "Athletic training" means the application by a licensed athletic trainer of principles and methods of:

1. Prevention of athletic injuries;
2. Recognition, evaluation and assessment of athletic injuries and conditions;
3. Immediate care of athletic injuries including common emergency medical situations;
4. Rehabilitation and reconditioning of athletic injuries;
5. Athletic training services administration and organization; and
6. Education of athletes.

Athletic Trainers are regulated in Idaho and are required to be licensed,

TITLE 54

PROFESSIONS, VOCATIONS, AND BUSINESSES

CHAPTER 39

ATHLETIC TRAINERS

**54-3902. Definitions.** As used in this chapter:

- (1) "Athlete" means a person who participates in exercises, sports, or games requiring physical strength, agility, flexibility, range of motion, speed or stamina and which exercises, sports or games are of the type generally conducted in association with an educational institution or professional, amateur or recreational sports club or organization.
- (2) "Athletic injury" means a physical injury, harm, hurt or common condition (such as heat disorders), incurred by an athlete, preventing or limiting participation in athletic activity, sports or recreation, which athletic trainers are educated to evaluate and treat or refer to the directing physician.
- (3) "Athletic trainer" means a person who has met the qualifications for licensure as set forth in this chapter, is licensed under this chapter, and carries out the practice of athletic training under the direction of a designated Idaho licensed physician, registered with the board or a designated Idaho licensed chiropractic physician.
- (4) "Athletic training" means the application by a licensed athletic trainer of principles and methods of:

- (a) Prevention of athletic injuries;

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- (b) Recognition, evaluation and assessment of athletic injuries and conditions;
  - (c) Immediate care of athletic injuries including common emergency medical situations;
  - (d) Rehabilitation and reconditioning of athletic injuries;
  - (e) Athletic training services administration and organization; and
  - (f) Education of athletes.

- (5) "Board" means the Idaho state board of medicine.

- (6) "Board of athletic trainers" means the Idaho board of athletic trainers established in this chapter.

- (7) "Directing physician" means a designated person duly licensed to practice medicine in Idaho, registered with the board or a designated Idaho licensed chiropractic physician, who is responsible for the athletic training services provided by the athletic trainer and oversees the practice of athletic training of the athletic trainer, as established by board rule. This chapter does not authorize the practice of medicine or any of its branches by a person not so licensed by the board.



~~(a) This direction will be provided by verbal order when the directing physician is present and by written order or by athletic training service plans or protocols, as established by board rule, when the directing physician is not present.~~

(b) Upon referral from a physician licensed in another state and in good standing, the practice of athletic training or physical rehabilitation and/or reconditioning shall be carried out under the written orders of the referring physician and in collaboration with the directing physician.

**54-3903. Scope of practice.** The scope of practice of athletic trainers under the direction of the designated Idaho licensed physician, registered with the board, or a designated Idaho licensed chiropractic physician, includes:

(1) Prevention of athletic injuries by designing and implementing physical conditioning programs, performing preparticipation screenings, fitting protective equipment, designing and constructing protective products and continuously monitoring changes in the environment.

(2) Recognition and evaluation of athletic injuries by obtaining a history of the injury, individual inspection of the injured body part and associated structures and palpation of bony landmarks and soft tissue structures. Immediate care of athletic injuries may require initiation of cardiopulmonary resuscitation, administration of basic or advanced first aid, removal of athletic equipment, immobilization and transportation of the injured athlete. Concurrent with athletic training service plans or protocols, the athletic trainer will determine if the athlete may return to participation or, if the injury requires further definitive care, the athletic trainer will refer the injured athlete to the appropriate directing physician.

(3) Rehabilitation and reconditioning of athletic injuries by administering therapeutic exercise and physical modalities including cryotherapy, thermotherapy, and intermittent compression or mechanical devices as directed by established, written athletic training service plans or protocols or upon the order of the directing physician.

(4) Athletic training services administration includes implementing athletic training service plans or protocols, writing organizational policies and procedures, complying with governmental and institutional standards and maintaining records to document services rendered.

(5) Education of athletes to facilitate physical conditioning and reconditioning by designing and implementing appropriate programs to minimize the risk of injury.

(6) The scope of practice excludes any independent practice of athletic training by an athletic trainer. An athlete with an athletic injury not incurred in association with an educational institution, professional, amateur or recreational sports club or organization shall be referred by a directing physician, but only after such directing physician has first evaluated the athlete and referred such athlete to the athletic trainer.