



Guidelines for Developing a Team Physician Services Agreement in the Secondary School

The following document has been developed by the NATA Secondary School Athletic Trainers' Committee in an effort to assist secondary school athletic trainers in strengthening and formalizing the relationship with a team physician. The included components for such an agreement have been suggested by the American College of Sports Medicine (ACSM) and NATA (see resources). *Guidelines for Developing a Team Physician Agreement in the Secondary School* is intended to serve as an overview of those key components as they apply to the secondary school setting. It should be noted that while all components cited have merit, not all may be practical for all situations. Variability with state and local regulations must also be considered.

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Disclaimer:

The materials and information provided in the National Athletic Trainers' Association ("NATA") "Guidelines for Developing a Team Physician Services Agreement in the Secondary School" (the "Guideline") are educational in nature, and the Guideline is published as a resource for NATA members and is intended solely for personal use/reference in the manner described herein.

NATA has taken reasonable efforts to ensure that all materials included in the Guideline are accurate and consistent with standards of good practice in the general athletic trainers' industry. As research and practice advance, however, standards may change. For this reason, it is recommended that NATA members evaluate the applicability of any materials included in the Guideline in light of particular situations and changing standards.

By accessing this Guideline, NATA members agree to use it appropriately and within applicable state laws regarding athletic training licensure and/or regulation.

In no event shall the National Athletic Trainers' Association, its directors, officers, or employees be held liable for any losses, injury, damages, or any other consequences resulting from, or arising in connection with, the use or reliance on any materials provided in or accessed via the Guideline. By accessing the Guideline, all NATA members who make use of the Guideline agree to indemnify, defend and hold harmless the National Athletic Trainers' Association, its directors, officers, or employees, from and against any and all losses, costs, expenses, claims, damages and liabilities related to or associated with the NATA member's use of the Guideline, including but not limited to any and all losses, costs, expenses, claims, damages and liabilities arising from or related to the improper use of the Guideline. By accessing the Guideline, all NATA members who make use of the Guideline agree to abide by applicable state laws, and NATA standards, rules and regulations regarding the lawful practice of athletic training.

Guidelines for Developing a Team Physician Services Agreement in the Secondary School

Qualifications for a Team Physician

The team physician should be a medical doctor or doctor of osteopathy and have an unrestricted medical license. He/she should play a leadership role in the organization, management and provision of medical care for individual, team, and mass participation sporting events. A team physician should possess special proficiency in the prevention and care of musculoskeletal injuries and medical conditions encountered in sports. Additionally, the team physician should integrate medical expertise with medical consultants, athletic trainers (ATs) and other healthcare providers. The team physician should be trained in CPR and have a fundamental knowledge of sports-related emergency care. The team physician should also have a role in the development of the athletics program's emergency action plan (EAP).

Defining the Role of Team Physician

Expectations clearly identifying the role of the team physician should be established to prevent misunderstandings with other providers, such as the athletes' primary care provider and other physicians affiliated with the school. In some cases, an athletics program may have an agreement with one physician/physician group to provide care for orthopaedic injuries/conditions and another for non-orthopaedic injuries and general medical conditions, head injuries, etc. These arrangements should be established as written agreements to establish each physician's role. If a team physician plans to delegate responsibilities to others, such as fellows, residents, or a physician assistant, this should be considered in the agreement. Additionally, in states that require a school physician clear language should be developed to identify the role of the school physician and the team physician, if they are not the same individual. For example, the school physician may approve physicals, and oversee general medical issues and school policies; while the team physician might provide event coverage and weekly visits to the athletic training facility.

Costs Related to Physician Services

Due to potential for conflict of interest, expectations regarding physician services that require reimbursement and those which do not should be clearly identified and spelled out in the contract for physician services. Whether a team physician is volunteering or employed by the school district, he or she should be approved annually by the school district's board of education.

Liability Insurance for Team Physician

The physician(s) should provide proof of appropriate liability insurance naming the school district as additional insured under their policy. An agreement to indemnify and otherwise hold the school district harmless for any acts of negligence relative to the physician(s) providing services is also recommended. The indemnification should cover school district employees, officers and any third party participants in the school athletic program.

Team Physician Supervision of the Athletic Training Staff

Because of the close working relationship of the athletic trainer and team physician, an official supervisory role must be specified in the team physician agreement. Minimally, the agreement should identify the existence of a collaborative professional relationship and identify the nature of the relationship as agreed upon by the physician and the AT and as required by state regulations. Furthermore, "standing orders" that outline services performed at the athletic trainer's discretion under the physician's direction should be approved annually. Such a document should not be an impediment in allowing an AT to practice to the full scope of the AT practice act in his/her state. The physician's day-to-day availability to the athletic trainer for consultation (whether in-person, by phone, or electronic means) is another consideration for the agreement.

Team Physician Accessibility and Communication

Accessibility and communication are key factors necessary to consider when selecting a team physician. An AT must be able to refer an injured athlete to the team physician for evaluation in a timely fashion (assuming team physician is an approved provider by the athlete's insurance plan) and receive written (and when necessary verbal) communication regarding recommendations and restrictions for the athlete. The team physician should be available for consultation with the AT regarding the medical care of the program's student athletes, prevention initiatives, rehab protocols and emergency medical management.

Event Coverage for the Team Physician

While coverage for varsity home football games is traditionally a standard part of a team physician's duties, other events in which physician services might be valuable should be considered (i.e. special tournaments, post-season events, all-star games, away football game coverage, etc.). Consideration should also be given to the establishment of expectations for physician arrival and departure times. Recognizing that athletes often don't report injuries until after the game once in the athletic training facility or the locker room, consideration should be given to establish how long the physician should prepare to stay afterwards to be available for post-game injury evaluations. Another area where physician services might be helpful could be a weekly clinic in the athletic training facility. These visits are not intended to replace the athlete's primary care provider, but to enhance the care of the student athlete providing onsite. Communication with the parent or guardian from the physician or the athletic trainer is paramount during these visits.

Establishing a Return to Play Process for the Team Physician

Establishing a process for returning an athlete to play is the essential first step in determining when an injured/ill athlete may return to participation. The process should include evaluation of the athlete's health status, participation risk, and extrinsic factors. In accordance with "Inter-Association Consensus Statement on Best Practices for Sports Medicine Management for Secondary Schools and Colleges," the school and/or team physician, and by extension, the district athletic trainers, should have the final and unquestionable authority regarding return to play decisions.

Sideline Preparedness for the Team Physician

It is important that the team physician understands, develops and practices the components of sideline preparedness to promote the health and safety of the student athlete, limit injury/illness, and provide appropriate medical care at the site of competition. As suggested by the *ACSM Team Physician Consensus Statement: Sideline Preparedness for the Team Physician (2010)*, a team physician should play a role in medical and administrative protocols for preseason and game-day planning along with insuring access to game-day sideline supplies, equipment, and medication to execute the emergency action plan and address other medical emergencies (anaphylaxis, asthma, sudden cardiac arrest, heat illness, and spinal cord injury). It may also be desirable to have access to supplies, medication and equipment to provide sideline care for other common injuries (soft-tissue injuries, dislocation, fractures, lacerations, eye, and dental injuries).

Evaluation of Team Physician

The team physician should be evaluated annually by a school administrator familiar with his or her role and performance, with input from the athletic trainer, and school nurse. The evaluation of a team physician should include many components of a team physician's responsibilities. Evaluation can be specific in the administrative areas while more general in the medical areas.

Note: evaluation of medical judgement and decision making should only come from another licensed physician.

The following are some areas of evaluation. This is not an inclusive list.

- Developing a chain of command, with the team physician at the top.
- Coordinating preparticipation screenings, examinations, and evaluations.
- Ensuring proper preparation for safe return to participation after an illness or injury.
- Providing medical management of injury and illness.
- Coordinating rehabilitation and return to participation.
- Integrating his or her medical expertise with that of other health care providers, including medical specialists, athletic trainers, and allied health professionals.
- Providing appropriate education and counseling regarding nutrition, strength and conditioning, ergogenic aids, substance abuse, and other medical issues that could affect the athlete; as well as ensuring medical documentation and medical record keeping.

References

ACSM Team Physician Consensus Statement: 2013 Update

http://www.acsm.org/docs/other-documents/team_physician_consensus_statement_2013_update-24.pdf%29

ACSM Sideline Preparedness for the Team Physician: A Consensus Statement – 2012 Update

http://journals.lww.com/acsm-msse/Fulltext/2012/12000/Sideline_Preparedness_for_the_Team_Physician_A.24.aspx

ACSM The Team Physician and Return-to-Play Decision: A Consensus Statement - 2012 Update

http://journals.lww.com/acsm-msse/Fulltext/2012/12000/The_Team_Physician_and_the_Return_to_Play.25.aspx

NATA SSATC Position Improvement Guide

<http://www.nata.org/sites/default/files/Secondary-School-Position-Improvement-Guide.pdf>

Inter-Association Consensus Statement on Best Practices for Sports Medicine Management for Secondary Schools and Colleges

<http://www.nata.org/sites/default/files/SportsMedicineManagement.pdf>

Samples/Examples

Appendix A. Services Agreement – Example A

Appendix B. Services Agreement – Example B

Appendix C. NATA Sample: Standard Operating Procedures

Appendix D. Sample Standing Operating Procedures

Appendix E. Physician Supervision of Athletic Trainers Document

Appendix F. Physician Evaluation Document

Appendix A. Services Agreement – Example A

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between Company X ("Company"), a not-for-profit corporation and the School ("School"). School and Company are hereinafter referred to individually as a "Party" and collectively as the "Parties."

Section I - Recitals

WHEREAS, COMPANY is a limited liability company that provides professional medical services, including the specialty of sports medicine, through its employed licensed and qualified physicians.

WHEREAS, School seeks to have COMPANY provide professional sports medicine services to School and COMPANY desires to provide such services.

WHEREAS, COMPANY shall designate the individuals identified in Exhibit A (hereafter the "Designated Physicians") to provide the services outlined in this Agreement. In addition to the Designated Physicians, COMPANY may designate other physicians to provide the services on behalf of COMPANY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, agreements and obligations herein stated, the sufficiency of which consideration is hereby acknowledged, it is now agreed by and between the Parties hereto as follows:

Section II - Services to be Provided by Company

- 2.1 Professional Services. The Designated Physicians shall provide the following services on a mutually agreed upon basis during the Term (as defined below) and any Renewal Term (as defined below) pursuant to this Agreement:
- a. Provide consultation on injuries and illnesses as well as return to play decisions involving School athletes.
 - b. Provide certain sideline/event team coverage for mutually agreed upon games, including select away games.
 - c. Provide educational programming for coaches, parents, and student athletes relating to sports medicine as mutually agreed upon.

The Designated Physicians may, at their discretion, attend games as mutually agreed upon between School and the Designated Physicians, including possible travel to away games for playoffs.

2.2 Malpractice Insurance. IBn shall provide and maintain professional liability insurance covering both itself and each COMPANY employee providing services under this Agreement in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The School will maintain professional liability coverage for each of their Athletic Trainers working with COMPANY in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Each Athletic Trainer will additionally complete a claims history summary and application with COMPANY's insurer when working with COMPANY so that COMPANY may obtain appropriate coverage for its physicians, such coverage will be at no cost to School.

2.3 Additional Insurance. Both parties shall obtain commercial general liability insurance and property damage insurance with minimum limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. Both parties shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for their respective employees. Such insurance shall be obtained through an insurance carrier with an A.M. Best's rating at a minimum of A-9. With respect to all such insurance, the other party shall be named as an additional insured. Each party shall cooperate in completing all necessary paperwork and providing evidence of coverage to allow for them to be named as an additional insured. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the other Party to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the other Party by certified mail, return receipt requested.

2.4 Indemnification. Company and the School each agree to mutually indemnify, defend and hold harmless the other party and their respective board members, employees, and agents from all claims, causes of action, damages, whether to person (including death) or property, costs (including reasonable attorneys' fees), and losses (collectively "Loss") to the extent the Loss arises out of the negligent or intentional acts or omissions of the indemnifying party in association with this Agreement. No compromise or settlement of any such claim shall be made without the prior written consent of the indemnitee *unless* otherwise required by final decree of a court of competent jurisdiction.

2.5 No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the defenses available to the School under the Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

2.6 Background Investigation. No Designated Physician shall be assigned to the School who would be prohibited from being employed by the District due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the state Sex Offender Registry or the state Murderer and Violent Offender Against Youth Registry. COMPANY shall make every Designated Physician or employee who will be sent to any school building or school property available to the School for the purpose of submitting to a fingerprint-

based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee or agent is sent to any school building or school property. The School must provide a copy of the report to the individual employee, but is not authorized to release it to COMPANY.

2.7 Student Records: Confidentiality. COMPANY, the Designated Physicians, and any persons handling records on its behalf shall comply with all applicable provisions of federal and state laws and regulations, including without limitation the state School Student Records Act, the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act of 1996 (HIPPA) in their current and amended forms and all corresponding regulations. All records shall be the sole property of the School and shall be maintained at the School's location in accordance with all applicable State and federal laws and regulations. Copies as necessary and to the extent permitted by law shall be made available to COMPANY as required for the furtherance of medical treatment and as required for all public health reporting.

2.8 FOIA. As an independent contractor of the School, records in the possession of COMPANY related to this Agreement may be subject to the state Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). COMPANY, at the School's cost, shall immediately provide the School with any such records requested by the School in order to timely respond to any FOIA request received by the School. The School will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If COMPANY refuses to provide a record that is the subject of a FOIA request to the School and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the School in any way, COMPANY shall reimburse the School for all costs, including attorneys' fees, incurred by the School related to the FOIA request and records at issue.

Section III - Relationship of Parties

3.1 Independent Contractors. COMPANY and School shall, at all times, act and perform as independent contractors, and not as joint venturers or agents of the other Party. Neither Party shall have or exercise any direction or control over the methods, techniques, or procedures by which the other Party or its personnel shall perform their professional responsibilities and functions.

3.2 Compensation of Employees. Each Party is solely responsible for and shall pay all required taxes in connection with the compensation paid to its Employees. COMPANY shall be solely responsible for compensating COMPANY's physician employees for their services provided hereunder and for paying all required employer taxes in connection therewith. The School shall be solely responsible for compensating the School's Certified Athletic Trainer employees for their services provided hereunder and for paying all required employer taxes in connection therewith. None of the School's Certified Athletic Trainers shall have any claim against COMPANY for salary,

based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall wages, vacation pay, sick pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance, or

other employee benefits of any kind or other compensation of any kind in connection with their services provided hereunder. None of COMPANY's employees shall have any claim against the School District for salary, wages, vacation pay, sick pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance, or other employee benefits of any kind or other compensation of any kind in connection with their services provided hereunder.

Section IV- Term and Termination

- 4.1 Term.** This Agreement shall commence on the Effective Date and shall remain effective for a one year (the "Term") unless and until earlier terminated pursuant to this Section. This Agreement shall be automatically renewable for additional one-year periods (each, a "Renewal Term").
- 4.2 Termination Without Cause.** This Agreement may be terminated by either Company or School without cause with 60 days prior written notice to the other Party.

Section V - General Provisions

5.1 Binding Effect/Assignment.

- a. Neither Party may assign its rights or duties under this Agreement without the prior written consent of the other Party. Any attempt to assign, transfer, pledge, hypothecate, or otherwise dispose of any provision of this Agreement in violation of this Agreement shall be null and void.
- b. This Agreement shall be binding upon and inure to the benefit of all of the Parties hereto and their permitted successors and assigns.

5.2 Amendments. This Agreement may be amended in whole or in part only by written instrument signed by each of the Parties hereto.

5.3 Entire Agreement. This Agreement shall be deemed to express, embody and supersede all previous understandings, agreements, and commitments, whether written or oral, between the Parties with respect to the subject matter of this Agreement and to finally set forth the entire agreement between the Parties.

5.4 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state. Jurisdiction and venue for all disputes related to this Agreement shall be the Circuit Court located in County, State, or the federal district court for the state.

5.5 Headings. The headings in this Agreement are included solely for convenience and shall not affect the interpretation of this Agreement.

5.6 Notices. Any notice required by this Agreement shall be in writing and shall be given and be deemed to have been given **if** (a) hand delivered, (b) sent via overnight delivery, (c) sent via facsimile, (d) sent via electronic mail, or (c) mailed, postage prepaid, certified mail (return receipt requested), addressed as follows:

TO COMPANY: Company Contact Information

TO SCHOOL: School Contact Information

5.7 Waiver. No delay or omission by any Party to this Agreement to exercise its rights under this Agreement shall impair any such right or power or shall be construed as a waiver or acquiescence of any default except as agreed in writing by the Party against whom the applicable waiver or acquiescence is asserted. No waiver of any default shall be construed, taken, or held to be a waiver of any other default.

5.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

5.9 Invalidity.

a. The Parties intend the terms, restrictions, covenants, and promises in this Agreement to be binding only to the extent valid and enforceable under applicable law. If any term, restriction, covenant, or promise contained in this Agreement is invalid or unenforceable, then the Parties agree to be bound by such term, restriction, covenant, or promise as modified (or deleted) to the extent (and only to the extent) necessary to make it valid and enforceable.

b. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

5.10 Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first set forth above.

COMPANY,

SCHOOL,

**Exhibit A Designated
Physicians**

Physician A
Physician B

Appendix B. Services Agreement – Example B

SPORTS MEDICINE SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into to be effective **DATE**, by and between **Physician Group** ("Physician") and **School District** ("District").

WHEREAS, Physician is a non-profit corporation which operates a fully-integrated healthcare delivery system that provides comprehensive healthcare and related services to the citizens of the City, State and beyond to include the provision of sports medicine services in the communities served by Physician;

WHEREAS, District has determined there is a need to engage an entity to provide sports medicine services in support of its high schools and desires to engage Physician to provide the sports medicine and related services contemplated herein; and

WHEREAS, Physician employs and/or contracts with staff, who are qualified by reason of education, training, and experience, to provide the services contemplated herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RESPONSIBILITIES AND DUTIES OF PHYSICIAN

1.1 **Services** District hereby engages Physician to provide certain sports medicine services, as set forth in **Exhibit A**, which is hereby incorporated into and made part of this Agreement ("Services"). Physician hereby accepts such engagement and agrees to provide said Services in accordance with the terms of this Agreement. Physician shall provide the Services through employees and/or contractors ("Physician Staff" or "Staff") who are qualified and appropriately licensed, certified and/or registered, to the extent required, to perform all functions assigned to them in connection with the provision of Services contemplated herein. District acknowledges and agrees that Physician Staff who are not physicians shall not be responsible for providing professional medical services.

1.2 **Coordination of Services** In order to meet its obligations hereunder, Physician Staff shall:

1.2.1 Be duly licensed, certified and/or registered, to the extent required, in the State to perform the required functions;

1.2.2 Provide the Services (a) in strict accordance with approved standards of the Physician Staffs profession, and (b) to all athletes regardless of race, color, creed, sex, age, national origin, economic or social status or disability; and

1.2.3 Comply with all applicable provisions of this Agreement.

1.3 **Professional Liability Insurance** Physician shall carry, or provide through self-insurance, and at all times maintain in full force and effect, professional liability insurance in the minimum amount of One Million and 00/100ths Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100ths Dollars (\$3,000,000.00) annual aggregate covering Physician Staff. Physician's professional liability coverage does not extend to nor is it applicable to errors and omissions of District. Upon District's request, Physician shall furnish evidence of such coverage by Certificate of Insurance or any renewal Certificate of Insurance so that District has evidence of required insurance being effective at all times during the term of this Agreement.

1.4 **Control of Physician Staff** Physician shall maintain ultimate control and responsibility for Physician Staff and the Services provided by Physician Staff pursuant to this Agreement.

2. RESPONSIBILITIES AND DUTIES OF DISTRICT

2.1 **Coordination of Services** District shall be responsible for the following:

2.1.1 Providing a contact person with District's management for Physician Staff to communicate;

2.1.2 Providing certain administrative services to Physician Staff as specified herein; and

2.1.3 Providing the necessary forms, information, coordination and support to assist Physician Staff in meeting regulatory guidelines.

2.2 **Insurance** District shall carry, or provide through self-insurance, and at all times maintain in full forces and effect, general liability insurance in the minimum amount of One Million and 00/100ths Dollars (\$1,000,000.00) per occurrence and One Million and 00/100ths Dollars (\$1,000,000.00) annual aggregate covering District and all activities that District coordinates or otherwise promotes. To the extent possible, District shall name Physician as an additional insured on all such policies. Upon Physician's request, District shall furnish evidence of such coverage by Certificate of

Insurance or any renewal Certificate of Insurance so that Physician has evidence of required insurance being effective at all times during the term of this Agreement.

2.3 **Waivers and Authorizations** District shall obtain a signed, written copy from all participants engaging in any activities sponsored, organized, or coordinated by District, for which Physician's Services will be required, of (a) the Consent/Release and Waiver, in a form containing information consistent with that set forth as an example in **Exhibit B**, which is hereby incorporated into and made part of this Agreement ("Waivers"); and (b) the Authorization to Disclose Protected Health Information, in a form containing information consistent with that set forth as an example in **Exhibit C**, which is hereby incorporated into and made part of this Agreement ("Authorizations"). District agrees to provide Physician with a copy of all Waivers and Authorizations for each participant prior to the provision of services by Physician hereunder.

2.4 **Consideration** In exchange for Physician providing the Services to District pursuant to this Agreement, District agrees to provide Physician that consideration set forth in **Exhibit D**, which is hereby incorporated into and made part of this Agreement.

3. **COMPENSATION FOR SERVICES**

Compensation due by District to Physician, if any, shall be set forth in **Exhibit D**. In the event any compensation is paid pursuant to this Agreement, the parties hereby acknowledge and agree that such compensation shall represent fair market value for services actually rendered, and that no remuneration or benefits of any kind shall be exchanged between the parties related in any manner to the value or volume of patient referral between the parties.

4. **RELATIONSHIP OF THE PARTIES**

In performing the Services set forth herein, Physician is acting as an independent contractor, and neither Physician nor any of its Staff shall be considered employees of District. It is acknowledged and agreed by the parties that, as an independent contractor, Physician retains the right to contract with and provide its services to facilities and persons other than District or any participants covered under this Agreement, and nothing in this Agreement shall be interpreted as limiting or restricting that right in any way. In no event shall this Agreement be construed as establishing a partnership or joint venture or other similar relationship between the parties, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Neither Physician nor any of its Staff shall be subject to any District policies solely applicable to District's employees, or be eligible for any employee benefit plan offered by District.

5. TERM AND TERMINATION

5.1 **Term** The anticipated term of this Agreement shall be a period of one (1) year beginning **Date** ("Commencement Date"), and continuing through **Date** ("Projected Expiration Date") unless otherwise terminated as set forth below. This Agreement may be renewed or extended only upon the prior written agreement of the parties.

5.2 **Termination** Notwithstanding anything herein to the contrary, this Agreement shall be terminated at any time as follows:

5.2.1 Whenever District and Physician shall mutually agree to the termination in writing; or

5.2.2 Except as provided elsewhere in this Agreement, with cause by either party upon the default by the other party of any term, covenant or condition of this Agreement, where such default continues for a period often (10) business days after the defaulting party receives written notice thereof from the other party specifying the existence of such default; or

5.2.3 Without cause by either party upon at least thirty (30) days prior written notice to the other party in which case the Agreement shall terminate on the future date specified in such notice; or

5.2.4 Upon the filing of bankruptcy by either District or Physician or in the event either party's creditors force them into bankruptcy.

6. NOTICES

Notices under this Agreement shall be in writing and shall be deemed to have been properly given if hand delivered or duly sent by certified mail or by a nationally-recognized overnight delivery service (i.e. UPS or FedEx) to the address set forth herein or at such other address as either party hereto from time to time may have designated by written notice to the other party:

If to Physician:

Physician
Street Address
City, State Zip

If to District:

School District

Street Address
City, State Zip

7. **LEGISLATIVE LIMITATIONS**

In the event any federal, state or local laws, rules, regulations, or interpretations at any time changes and impacts the terms of this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If this Agreement is not amended prior to the effective date of such rule, regulation, or interpretation, this Agreement shall terminate as of such effective date.

8. **LIABILITY**

Each party shall be solely liable and responsible for its own acts and omissions, as well as the acts and omissions of such party's employees, agents and representatives, and neither party shall be responsible for the acts and omissions of the other party.

9. **CONFIDENTIALITY**

The parties recognize and acknowledge that, by virtue of entering into this Agreement and Physician's provision of Services to District hereunder, both parties may have access to certain information that is confidential and constitutes valuable, special and unique property of the other party. Both parties warrant and covenant to each other that neither party will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other party's express prior written consent, except pursuant to Physician's or Physician's Staff duties hereunder, any confidential or proprietary information of the other party.

10. **COMPLIANCE WITH APPLICABLE LAW AND REGULATION**

Each party agrees to comply with all applicable federal, state, and local laws and regulations.

11. **NO OBLIGATION TO MAKE REFERRALS**

The parties acknowledge that nothing contained herein shall be interpreted to require or obligate District or any team member, participant, or spectator to utilize the

services of Physician, any Physician Staff, or any Physician facility. The parties further acknowledge that none of the benefits granted the parties under this Agreement is conditioned on any requirement or expectation that the District make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Physician. The parties further acknowledge that neither District nor any District participant or spectator is restricted from receiving any service. Additionally, and notwithstanding any other term of this Agreement, the parties agree that no term of this Agreement shall be interpreted as restricting or limiting in any way any patient's choice of provider for any healthcare service, including, but not limited to, those falling within the scope of the Services hereunder.

12. INVALID PROVISIONS

In the event any provision of this Agreement is found to be unenforceable or invalid, such provision shall be severable from this Agreement and shall not affect the enforceability or validity of any other provisions contained in this Agreement.

13. WAIVER

The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

14. ASSIGNMENT AND MODIFICATION

14.1 This Agreement and the rights and interests hereunder may be transferred or assigned by District or Physician only with the prior written consent of the other party.

14.2 No amendments or additions to this Agreement shall be binding unless such amendments or additions are in writing and signed by Physician and District, except as herein otherwise provided.

15. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit and be binding upon the District and its successors and assigns and Physician and its successors and assigns.

16. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. CONSTRUCTION

This Agreement (or any provision herein) shall not be interpreted against any party by reason of the fact that such party, or its legal representative, drafted this Agreement (or any provision herein).

18. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which together shall constitute a single instrument.

19. ENTIRE AGREEMENT

This Agreement, to all Exhibits, represents the entire Agreement between the parties wherein District desires to retain the Services of Physician as contemplated herein. This Agreement supersedes and renders null and void all other written or oral agreements related to the subject matter of this Agreement.

20. GOVERNING LAWS AND VENUE

This Agreement shall be governed by the laws of the State. Any suit, action, or resolution of any dispute arising from this Agreement shall be instituted and maintained in the Town, County.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the day and year first above written.

PHYSICIAN

DISTRICT

EXHIBIT A

Description of Services

1. For the 2015-2016 academic year, Physician will provide PRN ("as needed") athletic training services to each District high school set forth below beginning **June 1, 2015**, and continuing through **May 31, 2016**.

| District High School | Hours of Service Per Week |
|-----------------------------|----------------------------------|
| High School 1 | 10 |
| High School 2 | 40 |
| High School 3 | 10 |
| High School 4 | 20 |
| High School 5 | 20 |

This coverage is intended to be in addition to District's Athletic Trainer coverage of events, not in lieu of District's Athletic Trainer coverage. PRN athletic training services include: supplying at least one (1) certified athletic trainer to provide medical triage for practices, home games, and home tournaments involving students that have been deemed 'athletes' by the high school athletic departments; on-site rehabilitation of athletes with oversight of a covering physician; and any pre-participation treatments deemed necessary by Physician.

2. All athletic training treatments and supplies will be provided based on medical necessity as determined by on-site athletic training and/or Physician's covering physician.
3. Physician will have at all times proof of certification and/or licensure, athletic training policy and procedures, and physician guided first aide and triage protocols.
4. Physician will not be ultimately responsible for making any decisions related to whether or not playing environment is conducive to play/competition, including each field's condition, any possible barriers to safe play on or beside the fields, and the cessation or delay of play due to inclement weather. District personnel will assume this responsibility for all game-play.
5. Physician Staff, as employees and/or contractors of Physician, will be held to Physician's code of conduct, attire, and professionalism in addition to being subject to any school/district policies, procedures, drug screenings, or background checks. Physician will not be responsible for the funding of any "additional" (outside of the existing Physician policies and procedures) drug screenings and/or background checks.
6. Physician will not be obligated for the organization of a pre-participation physical screening, but may assist in providing an opportunity for District student-athletes to obtain a pre-participation physical screen by the end of the spring semester.

7. Physician will serve as a medical liaison between the student-athlete, student athlete's parents/guardians, medical professionals, personal trainers/strength and conditioning specialists, and coaches to ensure optimal communication between above parties. Physician will not be responsible for scheduling appointments with the above mentioned parties or attending visits to any of the above mentioned parties, although this may occur on occasion.
8. Physician will provide physician coverage as set forth in separate agreements between Physician and each individual high school incorporated under this Agreement that wishes to utilize Physician's physicians as their primary team physician.

EXHIBITD

Consideration for Services Provided

In consideration of the Services Physician will be providing under this Agreement, District agrees to provide the following consideration to Physician:

1. District shall compensate Physician a sum of \$0.00 Dollars for Physician's Services during the term of this Agreement.
2. In exchange for Physician providing the Services to District pursuant to this Agreement, District agrees to provide Physician the considerations as set forth in separate agreements between District and each individual school incorporated under this Agreement.

Appendix C. NATA Sample: Standard Operating Procedures

SAMPLE

STANDARD PROCEDURES FOR INJURY or ILLNESS for Licensed Athletic Trainer(s)

1. Immediate Evaluation of Injury or Illness of ALL student-athletes.
 - A. Rule out head and neck injury:
 1. Ambulance transport if necessary for loss of consciousness, severe or worsening concussive symptoms, or suspected neck injury.
 2. Athlete must be referred to a licensed healthcare professional if in a stable condition.
 - B. Rule out use of Epi-pens for severe allergic reactions:
 1. If administered, athlete must be transported or treated as directed by individual management plan.
 - C. Rule out a Sudden Cardiac Arrest event:
 1. Immediate referral if athlete is in stable condition. If unstable, immediate ambulance transport.
 - D. Provide Emergency First Aid as needed as per Emergency Action Plan.
2. Evaluation of an Injury or Illness for ALL student-athletes.
 - A. History: Mechanism of injury
 - B. Inspection/Observation- check for swelling, discoloration, deformities
 - C. Palpation- pinpoint tenderness
 - D. Special testing
 - E. R.O.M- check range of motion
3. Immediate Treatment of an Orthopedic Injury for ALL student-athletes.
 - A. PRICE's (Protection, Rest, Ice, Compression, Elevation)
 - B. Record injury or illness assessments
 - C. Referral for further medical treatment as needed
4. Notify Parent(s) or Guardian(s) of the extent of the Injury or Illness.
5. Immediate Follow-up Treatment (next 24-48 hours).
 - A. Re-evaluation of injury or illness status
 - B. Monitor signs, symptoms, orthopedic screening results, head injury management
 - C. Seek further medical treatment (optional)
6. Post Injury Care.
 - A. Treatments including modalities as indicated.
 - B. Rehabilitation Program for orthopedic injuries:
 1. Short-term goals: protection, decrease swelling, increase range of motion, etc.
 2. Long-term goals: 90% strength and full pain-free range of motion with functioning testing as determined by the school medical director's designee(s).
 - C. Supportive techniques:
 1. Taping, Bracing, pad fabrications, etc as determined by school medical director and/or designee(s).
7. Functional Testing.
 - A. Determine the level of activity for returning to participation:
 1. Out, limited, or full participation as determined by the attending physician and/or the school medical director's designee(s).
 - B. 5 Phase Return to Participation program for concussions: If required by a licensed healthcare professional trained in the evaluation and management of concussions.
8. Return to Participation.
 - A. Continue rehabilitation until long-term goals are met as determined by the school medical director's designee(s).
 - B. Full participation for Orthopedic injuries if 90% strength and full pain-free ROM with functional testing as determined by the school medical director and/or designee(s).
 - C. Concussions: release from a licensed healthcare provider trained in the evaluation and management of concussions. Completion of a RTP program, if designated by above healthcare provider.
 - D. Release from licensed medical professional, school medical director, and/or designee(s).

Appendix D. Sample Standing Operating Procedures

Sample Standing Operating Procedures
2014-2015

The following are general treatment Standing Operating Procedures (SOP) for injuries/illnesses as seen by the following Licensed Athletic Trainer(s) for School:

NAME: _____ **State Licensure #:** _____

These general treatment orders are as outlined by the American Orthopedic Society for Sports Medicine:

1. Evaluate and initiate first aid care for all injuries to all student-athletes.
2. Carry out an appropriate rehabilitation program to increase range of motion, strength, and agility using those indicated modalities.
3. Clear the student-athlete to return to full or partial activities as the student-athlete progresses. If a student-athlete sees a physician the student-athlete will secure appropriate medical clearance before they can return to participation. The student-athlete must meet the following criterion to be able to safely return to participation:
 - a. 90% strength, full pain-free range of motion, & normal gait pattern (if applicable).
4. **HEAD:** An appropriate healthcare professional trained in the evaluation and management of concussions must evaluate all cases of a suspected concussion, including but not limited to unconsciousness and/or memory loss. All student-athletes with a suspected concussion must follow the Concussion Management Plan for School before they return to participation. Student-athletes may compete a 5 Phase Return to Participation program with the Licensed Athletic Trainer(s) if designated by the licensed healthcare professional trained in the evaluation and management of concussions. The School Medical Director allocates the Licensed Athletic Trainers to determine if a concussion is suspected. If no concussion is suspected, the School Medical Director designates the Licensed Athletic Trainers the responsibility to return an athlete to participation.
5. **NECK:** A physician must evaluate brachial plexus injuries with motor weakness.
6. **UPPER EXTREMITY:** Suspected fractures and dislocations are to be immobilized and referred to a physician for immediate evaluation.
7. **ABDOMEN:** Evaluate, treat and refer to a physician as indicated.
8. **CHEST:** Evaluate and treat to rule out a Sudden Cardiac Arrest event and refer to a physician as indicated.
9. **PELVIS/BACK:** Evaluate, treat and refer to a physician as indicated.
10. **LOWER EXTREMITIES:** Suspected fractures and dislocations are to be immobilized and referred to a physician for immediate evaluation.
11. **General Physician Referral:** In addition to the specific cases previously mentioned, the Licensed Athletic Trainer(s) shall communicate their assessment and management of those non-referred cases in a prompt manner to the Team Physician or Physician designated by parent/guardian.
12. Licensed Athletic Trainer(s) will communicate with Team Physician on a weekly basis regarding athletes, injuries, rehabilitation, and return-to-participation status.
13. Please refer to the *Standard Procedures for Injury and Illness for Licensed Athletic Trainer(s)* document for further information.

_____, MD
Medical Director Signature

Medical License #

Date

Appendix E. Physician Supervision of Athletic Trainers Document

**LICENSED ATHLETIC TRAINER(S)
WRITTEN PHYSICIAN SUPERVISING AGREEMENT**

(1) Name of Licensed Athletic Trainer **State Certification #**

(2) Name of Licensed Athletic Trainer **State Certification #**

(3) Name of Licensed Athletic Trainer **State Certification #**

Name of Organization/ Employer of Athletic Trainer

Physician's Name and credentials **Medical License #**

I, _____ as team physician/consulting physician, supervise the licensed athletic trainer(s) named in their/his/her provision of athletic training services under my direction* while employed by/working at:

_____ HIGH SCHOOL _____ (location).

***Direction** is defined by the **(include reference to appropriate state medical acts)** as.....

At all times, the licensed athletic trainer(s) listed above will act within the scope of practice of his/her/their education and training as defined in the Rules and Regulations of the (include appropriate state practice act(s)) and as further delineated in the **Athletic Training Standards of Practice** and the **Athletic Training Practice Domains** for the Athletic Trainer (BOC):

www.bocatc.org The Certified Athletic Trainer will maintain communication with me, at defined intervals, via the following modes:

X phone call X email X other electronic means (e.g. fax)
(check all modes of communication that apply and define communication schedule)

Further delineation of responsibilities or expectations will include:

*See Policy & Procedure Manual for High School

References:

1. Board of Certification for the Athletic Trainer – Standard of Practice:

<http://www.bocatc.org/athtrainer/STDS/> (See enclosure)

2. Athletic Training Practice Domains: <http://www.bocatc.org/athtrainer/DEFINE/>

- Prevention
- Clinical Evaluation and Diagnosis
- Immediate Care
- Treatment, Rehabilitation & Reconditioning
- Organization & Administration
- Professional Responsibility

Written Physician Protocol

The following are general treatment orders for injuries treated by the athletic trainers at High School.

Those athletes that were referred to and are under the care of physician may receive the following (standing written prescription):

1. Modalities as indicated. Modalities may include electrical stimulation and/or ultrasound.
2. Rehabilitation exercises including strengthening exercises, proprioception exercises, etc. Progressing athlete as tolerated by the certified athletic trainers or written protocol.
3. Fast Track x-rays as indicated by injured body part:

Upper Extremity

| | | | | |
|---------------|----------|---------------------|--|------------|
| Shoulder | AP | True AP | Axillary Lateral | Scapular Y |
| Clavicle | AP | 45° caudal tilt | Order as "2 views" | |
| AC Joint | | Treat like a → | shoulder | |
| SC Joint | AP chest | Serendipity view: → | 4° cephalic tilt, aimed at the manubrium | |
| Humerus | AP | Lateral | | |
| Elbow | AP | Lateral | Oblique | |
| Forearm | AP | Lateral | | |
| Wrist | AP | Lateral | Oblique | |
| Hands/Fingers | AP | Lateral | Oblique | |

Lower Extremity

| | | | | |
|--------------|-----------|-----------------|-------------|----------|
| Pelvis | AP | | | |
| Hip | AP Pelvis | AP/Lateral Hips | Cross table | Frog-Leg |
| Femur | AP | Lateral | | |
| Knee | AP | Lateral | Merchant | |
| Tibia/fibula | AP | Lateral | | |
| Ankle | AP | Lateral | Mortise | |
| Foot/toe | AP | Lateral | Oblique | |

Spine

| | | | |
|----------------------------|---------|-----------|---------|
| Spine Series | AP | Lateral | Oblique |
| Cervical: Additional Views | Flexion | Extension | |
| Lumbar: Additional Views | Flexion | Extension | |

4. Return to competition/practice criteria. Athletes must be able to achieve the following before they can return to competition/practice:
 - a. Achieve pain-free, full Range of Motion and decreased symptoms
 - b. Achieve full weight-bearing status
 - c. Achieve pre-injury strength, flexibility, and/or endurance of the injured body part
 - d. Complete a functional/Sports Specific return-to-play program conducted by the AT

Date _____

Appendix F. Physician Evaluation Document

