



**Orthopedic Associates**  
of Dutchess County

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MAY 11 2017

SUPERINTENDENT OF SCHOOLS  
MARLBORO CSD

**AGREEMENT for ATHLETIC TRAINING/SPORTS MEDICINE SERVICES**

BY AND BETWEEN THE BOARD OF EDUCATION OF THE MARLBORO CENTRAL SCHOOL DISTRICT, with offices at 21 Milton Turnpike, Suite 100, Milton, NY 12547 hereinafter referred to as MCSD and Orthopedic Associates of Dutchess County, P.C., with offices located at 1910 South Road Poughkeepsie, New York 12601, hereinafter referred to as OADC.

**OBJECTIVE**

To provide "*Sports Medicine*" coverage for your coaches and athletes by having one of OADC's Certified Athletic Trainers (ATC's) stationed at your school and interact with the staff and students on a professional level to assist in the care and prevention of injuries on a regular weekly basis as outlined below.

**TERM OF AGREEMENT**

The term of this agreement shall begin August 1, 2017 and end June 30, 2018, subject however to prior termination as provide elsewhere in this agreement. The agreement may be renewed for additional one year periods (July 1-June 30) unless either party supplies the other party with thirty (30) days written notice of termination.

**TERMINATION OF AGREEMENT**

1. This agreement may be terminated by either party, without cause or reason, by giving thirty (30) days written notice to the other. Such notice shall be deemed given if sent to a party by certified mail, return receipt requested, to the address set forth above, or if personally delivered to such party.

**SERVICES OFFERED**

1. Certified Athletic Trainer to be stationed at Marlboro High School providing, when necessary, injury assessment (subject to follow-up with physician evaluation), rehab guidelines and injury prevention education. An OADC ATC will visit MCSD daily, 5-6 days per week for a minimum of 40 hours/week. The OADC ATC will be present on campus from 1:00 p.m. through end of day practices (or an agreed upon time with MCSD's Athletic Director) and provide all the necessary and appropriate

services. In addition to regular weekly practice coverage, an OADC ATC will be present for all home athletic contests as well as all away varsity football contests. In the event that two contests are held simultaneously, the OADC ATC will provide sideline coverage to the home event with the highest risk for injury. The OADC ATC will provide the coaches and parents with a written assessment of any injuries evaluated and will provide a cell phone number to be reached, up to 8:00 pm that evening, for any questions pertaining to the athlete's injury and/or recommendations that are being made by ATC.

2. Occasional "Coaches Clinics" on injury recognition, preventative injury taping and any other sports medicine topics related to the health of your student athletes, to be arranged by the Athletic Director and the assigned ATC.
3. Fast Tacking Athletic Injuries: This is expedited access to OADC physicians (same day or next day appointments, guaranteed). OADC's ATC will provide to the Athletic Director, coaches and parents a "Sports Medicine Hotline" phone number, 845-454-5898, that can be called during normal business hours to schedule an appointment with one of OADC's Sports Medicine Physicians.
4. Faculty and Staff Walk in Clinic: To provide orthopedic injury assessment and treatment recommendations to the faculty and staff of the MCSD.
5. MCSD shall provide OADC with all student records and information necessary for OADC to provide services as described herein to the students, which information shall not be disclosed to any third party without MCSD's consent.
6. MCSD shall provide OADC with adequate space and equipment, as needed to carry out the services outlined above.
7. The services under this Agreement, if subject to New York State license/certification requirements, shall be performed only by physicians and athletic trainers licensed/certified to provide such services under the laws and regulations of New York State. OADC shall provide MCSD with proof of proper licensing and certification of athletic trainers before they perform any services under this agreement.
8. Pursuant to New York State Education Law and Commissioner of Education regulations, any individual who shall be reasonably expected to provide services to a student(s) on more than five (5) days in the school year, shall not commence any such services unless and until such individual shall have attained clearance for provision of services pursuant to a criminal history record check by the New York State Education Department.
9. The services provided pursuant to this Agreement shall be performed in accordance with the standard of skill, ethics and practice required of persons providing such services in the State of New York and OADC will, at all times, comply with all laws and regulations governing the provision of such services, including but not limited to, licensing, certification and educational requirements.
10. OADC shall defend, indemnify and hold harmless the Marlboro Central School District, its officers, employees and agents, from any claims, liabilities, suits

proceedings and actions, of whatever name and nature, as the same may relate, in any manner, to the services provided by OADC to MCSD pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, suit, proceeding or action in which MCSD, its officers, employees and agents may be named as a party (except for negligent acts and omissions of MCSD), notwithstanding that OADC may deem said claim, liability, suit, proceeding or action frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible so as to insulate MCSD from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by OADC to MCSD pursuant to this Agreement (but not for the negligent acts or omissions of MCSD, its officers, employees and agents).

11. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that OADC will be an independent contractor and not MCSD's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payment provisions, Federal Insurance Contribution Act (FICA), the Social Security Act, the Federal Unemployment Tax Act (FUTA), the provisions of the Internal Revenue Code, the New York State Revenue and Taxation Laws, the New York State Workers' Compensation Law, the New York State Unemployment Insurance Law and any other payments and contributions, including contributions to a retirement system or plan.
12. OADC will retain sole and absolute discretion in the judgment of the manner and means of carrying out the services, activities and responsibilities hereunder. OADC will carry out services, activities and responsibilities hereunder within professional guidelines and exercising good professional judgment.
13. OADC agrees that it will not discriminate with respect to the provision of its services, on the grounds of race, religion, creed, color, national origin, sex, disability or other non-merit factors, nor discriminate against any individual on such grounds.
14. This Agreement shall be construed in accordance with the laws of the State of New York. In the event that any provision hereof is deemed unenforceable by a court of competent jurisdiction, the other provisions shall nevertheless remain in effect.
15. This Agreement contains the entire understanding between the parties with referenced to matters contained herein. No amendments to this Agreement shall be valid unless made in writing and signed by both parties.
16. This Agreement shall be null and void unless approved by a majority of the Board of Education.

- ❖ **OADC's "On-Site Athletic Trainer" program will be customized for MCSD as needed by the schools Athletic Director and the OADC ATC. Which days and times the ATC will be on campus will be determined by the Athletic Director and the ATC following acceptance of this proposal. Additional times and services may be requested by MCSD and certainly will be accommodated by OADC when available to do so.**

### **FEES FOR SERVICES**

1. MCSD will pay OADC \$3000.00 per month for 10 months for a total of \$30,000.00 for the academic/sports school year.
2. OADC will NOT be charging MCSD any fees for Coaches Clinics or Fast Tracking Athletes into see any of the OADC physicians.
3. If MCSD chooses to contract the services of an additional OADC ATC for specific tournament, away game or lower school coverage, MCSD may, with OADC consent, independently contract with an OADC ATC for a pre-negotiated "per special event rate."
4. Marlboro Central School District student athletes and their families/guardians are always free to choose their own healthcare provider. In cases where student athletes choose to utilize an OADC physician or other provider, a fee may be generated if it is determined that the injured athlete is required to see a physician during office hours where an examination is performed and evaluative tests are administered (i.e. X-Rays, MRI, etc.). At this time, the athlete's insurance coverage will be used and all charges will be discussed with the parents or guardian prior to delivery of care.

### **INSURANCE AND LICENSURE**

Each Certified Athletic Trainer (ATC) and physician that visits MCSD will have a current professional liability policy issued in their name with minimal limits of liability of \$1 Million - \$3 Million coverage (certificate to be provided). OADC shall provide MCSD with a certificate evidencing such insurance is in place at the inception of the agreement and before each renewal term.

Each Certified Athletic Trainer (ATC) and physician that visits MCSD will be licensed by the State of New York's Professional Education Department as well as be certified by the National Athletic Trainers Association (NATA) Board of Certification (license to be provided).

**MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

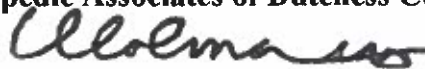
AGREED TO:

**For: Marlboro Central School District**

By: \_\_\_\_\_  
Michael Brooks; Superintendent of Schools

\_\_\_\_\_  
Date

**For Orthopedic Associates of Dutchess County, PC**



By: \_\_\_\_\_  
William Colman, MD, Physician Partner

5/8/17  
\_\_\_\_\_  
Date

