



## **Board Agenda Item Request**

**AGENDA ITEM: Action Item - NW Specialty Hospital MOU for Athletic Trainers**

**PURPOSE: Requires Board Approval**

**MEETING DATE: October 9, 2024**

**PREPARED BY: Lisa Arnold**

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### **SUMMARY**

Northwest Specialty Hospital (NWSH) wants to support the local school districts and their employment of athletic trainers. The financial support provided by NWSH will allow us to find, employ, and support athletic trainers. Our athletic trainers are critical to maintaining the safety of student athletes. We lost our AT at Lakeland High School because she wanted to be in a district that is aligned with NWSH. We have had no applicants for this posted position because of the rate of pay in comparison to what they can earn outside of public schools. The relationship between NWSH and our school district will allow us to offer more competitive wages. The MOU is [here](#).

### **Superintendent Recommendation:**

The principals and activities directors at THS and LHS are in agreement with the superintendent that this relationship will be very beneficial to our students and our district. We recommend that the school board approves this MOU.

## MEMORANDUM OF UNDERSTANDING FOR ATHLETIC TRAINER SERVICES

This Memorandum of Understanding for Athletic Training Services (the “MOU”) is entered into this 9<sup>th</sup> day of October, 2024 by and between the Lakeland Joint School District #272 (“SD 272”) and North Idaho Day Surgery, LLC, an Idaho limited liability company d/b/a Northwest Specialty Hospital (“NWSH”) (collectively referred to as the “Parties”).

### RECITALS

WHEREAS, SD 272 and NWSH recognize and agree on the need for athletic training services to be provided to SD 272 students;

WHEREAS, SD 272 has a growing athletics program and is in need of additional athletic training staff to support its student athletes;

WHEREAS, NWSH is willing to assist SD 272 by funding two full time athletic training positions at Lakeland High School (the “High School”) for SD 272’s fiscal year 2024-2025 as further described below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SD 272 and NWSH agree as follows:

#### 1. NWSH SERVICES.

- a. NWSH will provide to SD 272 80% of the funding necessary for the employment of two (2) certified athletic trainers (“Athletic Trainer(s)”) for the duration of SD 272’s 2024-2025 school year. Each Athletic Trainer will be employed as a 1.0 FTE. Funding by NWSH will include gross salaries, employer payroll taxes, and benefit coverage. NWSH will not directly employ the Athletic Trainers.
- b. NWSH will assist SD 272 and the High School in interviewing and selecting the Athletic Trainer. NWSH will also notify SD 272 of any candidates made known to them interested in the Athletic Trainer position.
- c. NWSH will provide Athletic Trainers training, support and medical oversight as required by Idaho state law.
- d. NWSH will provide High School and Athletic Trainers with the requested medical supplies and basic medical equipment, as requested by Athletic Trainers.
- e. NWSH will provide short-term replacement athletic trainers, in the form of Physician’s Assistants and Nurse Practitioners (“Replacements”), for when the Athletic Trainers employed by SD 272 are unavailable. Replacements will not be employed or compensated by SD 272. SD 272 will be responsible for any background checks or other screenings required for Replacements to provide athletic training services at the High School. At no point will an NWSH provided back-up athletic trainer provides

services for High School exceeding 16 hours per week for all athletic training services by Replacements. SD 272 will provide NWSH with as much advance notice as possible when these back-up services are needed, at a minimum, 24 hours' notice.

NWSH will reimburse SD 272 for all supplies and equipment up to \$15,000.00 total over the course of the Term. SD 272 will be required to show invoices and proof of payment for all expenses to be reimbursed by NWSH.

## 2. SD 272 AND HIGH SCHOOL SERVICES

- a. SD 272 will directly employ the Athletic Trainers and provide compensation and benefits directly to them. Athletic Trainers will provide the services described in Exhibit A.
  - b. High School will hang NWSH logos and signage on every athletic field and venue on their respective campuses, inside High School's respective gymnasiums, and anywhere else Athletic Trainers will perform services, including inside the athletic training rooms. NWSH will be responsible for providing any signage to High School for this purpose.
  - c. While working at SD 272, Athletic Trainers will wear apparel, provided by NWSH, containing the NWSH logo. Nothing herein will imply liability on the part of NWSH for the behavior, professional services, actions, omissions, referrals, etc. of the Athletic Trainer. SD 272 expressly retains the sole and absolute right and responsibility of the employer/employee relationship and any action for liability.
3. The Parties agree to meet to discuss the terms of this MOU at least once during the Term.
  4. **TERM.** This MOU shall be in place from the date of its execution through June 30, 2025 (the "Term").
  5. **TERMINATION.** Parties agree that this MOU can only be terminated for cause upon 30 days' prior written notice. Parties agree that this MOU will be terminated, and all funding described under Section 1(a) returned by SD 272 to NWSH, should any of the funding be used for anything outside the scope of what is contemplated in this MOU.

If the Athletic Trainer is terminated from the position with SD 272, SD 272 will work diligently, with NWSH, to find a suitable replacement at equal (or lesser) cost. In the event no suitable replacement is identified at or below the cost of the Employee, SD 272 is under no obligation to fill the position and NWSH will discontinue any payments being made to SD 272 in connection with the Athletic Trainer position at issue.

6. **LIABILITY.** In no event does this MOU create liability for NWSH for the behavior, professional services, actions, omissions, etc. of the Athletic Trainer. SD 272 agrees to not hold NWSH liable for behavior, professional services, actions, omissions, etc. of the

Athletic Trainer.

7. **CERTIFICATION/LICENSURE.** SD 272 will only hire certified and licensed athletic trainers. The general scope of medical care is governed by the State of Idaho Title 54, Chapter 39 Statute with respect to Athletic Trainers and the National Athletic Trainer's Association Consensus Statement on Appropriate Medical Coverage for Secondary Schools.
8. **EXCLUSIVITY.** During the Initial Term and any Renewal Term, SD 272 further agrees to allow the promotion of only one orthopedic/sports medicine health care provider, that being NWSH, and its affiliated practices, divisions, entities, partners, associates, etc.
9. **INSURANCE.** NWSH shall provide general liability coverage of \$1,000,000.00 and workers compensation liability coverage in amounts as required by law for NWSH staff, including Replacements, providing services under this Agreement. Any Athletic Trainer not otherwise employed by NWSH shall be required by SD 272 to obtain such additional general liability coverage or the SD 272 shall provide such coverage for such Athletic Trainer. Additionally, SD 272 shall provide or make sure that all participants of the SD 272 sanctioned sporting events will have access to insurance coverage for participation in any such SD 272 athletic programs.
10. **Notices.** Any notices permitted or required by this Agreement shall be to the other party at the address set forth below or to such other persons and addresses as either party may designate in writing, as follows:

If to SD 272: Lakeland Joint School District #272  
15506 N. Washington Street  
Rathdrum, Idaho 83858  
Attn: Superintendent

If to NWSH: Northwest Specialty Hospital  
1593 E. Polston Avenue  
Post Falls, Idaho 83854  
Attn: CEO

With a Copy to: Surgery Partners  
340 Seven Springs Way, Suite 600  
Brentwood, TN 37027  
Attn: Legal Department

## 11. MISCELLANEOUS.

- a. **ENTIRE AGREEMENT.** This MOU constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements,

negotiations or representations concerning its subject matter, whether written or oral. No modifications or alteration of this MOU shall be effective unless made in writing and signed by the Parties.

- b. **AMENDMENT**. No change, addition, or amendment to this MOU shall be made except by written agreement executed by Parties.
- c. **GOVERNING LAW**. This MOU shall be governed by, and construed and enforced in accordance with, Idaho law, exclusive of choice of law rules.
- d. **SEVERABILITY**. If any provision of this MOU is or becomes invalid, illegal or unenforceable in any respect, it shall be ineffective to the extent of such invalidity, illegality or unenforceability, and the validity, legality and enforceability of the remaining provisions contained in this MOU shall remain in effect.
- e. **NO THIRD-PARTY BENEFICIARY**. Nothing expressed or implied in this MOU is intended or will be construed to confer upon or give to any person, other than the parties to this MOU, any rights or remedies under or by reason of this MOU.
- f. **WAIVER**. Any waiver by any party of a breach of any provision of this MOU shall not operate or be construed as a waiver of any other provision and shall not be effective at all unless in writing. A waiver of any of the terms and conditions of this MOU shall not be construed as a general waiver by either party, and such waiving party shall be free to reinstate any such term or condition, with or without notice to the other party.
- g. **MEDIATION AND ATTORNEY'S FEES**. Except as to an action seeking an injunction, the exclusive jurisdiction of which shall rest with a court of competent jurisdiction sitting in Kootenai County, Idaho, any dispute arising out of or related to this MOU shall be submitted first to a mediator in Kootenai County, Idaho. If the mediation is unsuccessful in resolving the dispute, either party may pursue its rights in a court of competent jurisdiction sitting in Kootenai County, Idaho.
- h. **COUNTERPARTS**. This MOU may be executed in counterparts, each of which shall be deemed an original as against any party to this MOU. This MOU shall become binding when the MOU has been executed by the Parties.

[Signature to Follow on Next Page]

Executed this \_\_\_\_\_ day of September, 2024.

Lakeland Joint School District 272

North Idaho Day Surgery, LLC,  
an Idaho limited liability company d/b/a  
Norwest Specialty Hospital

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Lisa Arnold, Superintendent

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Rick Rasmussen, CEO

## **Exhibit A**

### **Sports Medicine Services**

NWSH has partnered with the SD 272 to provide an Athletic Trainer for the safety and welfare of its student athletes. The Athletic Trainer will provide services as he/she is able covering sports in the following order; collision, contact and non-contact. The goal of the Athletic Trainer will be to provide a safer environment for student-athletes to train, practice, and compete. The Athletic Trainer will educate coaches, parents in the areas of environmental risk (lightning, hydration, and heat policy), injuries and return to play issues, concussion setting up base line testing and a return to play protocol, injury rehab and the healing process in regards to the injury sustained, as well as aiding the school in building appropriate emergency action plans for all sports venues. The Athletic Trainer will also be available at most events to provide preventive taping/strapping before the contest begins to reduce injuries and provide sideline injury coverage during the contest. These services will be provided under the supervision of the Dr. Jonathan King, as required under Idaho law.

#### **ESSENTIAL DUTIES**

##### **Principal Accountabilities/Responsibilities:**

1. Prevention of athletic injuries and illnesses
2. Evaluation of athletic injuries
3. Treatment of athletic injuries.
4. Providing counseling and education to student athletes.
5. Athletic training administrative duties.
6. Assist with coordination and scheduling of medical coverage for home and away competition.
7. Recordkeeping, documentation, and reporting referrals in a timely manner.
8. Work with doctors and other allied health professionals to deliver care to student athletes.