

AGREEMENT
BETWEEN
UNIVERSITY OF KENTUCKY
AND
GALLATIN COUNTY HIGH SCHOOL

I. INTRODUCTION:

This agreement made and entered into this 1st day of July, 2013 by and between the UNIVERSITY OF KENTUCKY COLLEGE OF MEDICINE, DEPARTMENT OF ORTHOPAEDIC SURGERY AND SPORTS MEDICINE, hereinafter known as "UKSMC," located at 740 S. Limestone, Lexington, Kentucky 40536-0284 and Gallatin County High School, herein known as "SCHOOL" and located at PO Box 146, Hwy 42, Warsaw, KY 41095.

II. PURPOSE:

This agreement is to establish certified athletic trainer coverage for the SCHOOL'S Fall and Winter sports seasons.

III. UNIVERSITY MEDICAL CENTER RESPONSIBILITIES:

Under this agreement, UKSMC will provide the following:

1. Certified Athletic Trainer coverage to include the following:
 - a. On campus visits once (1) per week during the months of August through March to treat and evaluate all SCHOOL athletes. April and May will be on a weekly "as needed" basis determined by injuries incurred during spring sports. Coaches and or athletic directors can call if an ATC is needed during the week. Date and time of day to be determined in accordance with the UKSMC certified athletic trainer and SCHOOL.
 - b. On site coverage of a minimum of three (3) home varsity football games by a certified athletic trainer. Game coverage determined by availability of the certified athletic trainer and scheduling of other contracted high schools.
2. Student trainer supervision will include providing educational opportunities.
3. Provide recommendations to the SCHOOL pertaining to ordering of supplies, training room organization, and protective equipment purchases.
4. Availability of a certified athletic trainer to assist the SCHOOL in coordinating and implementing emergency action plans for sports and venues.
5. Coverage of specified team tournaments for a pre-determined fee.

IV. SCHOOL RESPONSIBILITIES:

Under this agreement, SCHOOL will provide the following:

1. Provide coaching staff and athletic director time with the athletic trainer before each school semester to establish priorities.
2. Work with the certified athletic trainer to develop a defined plan for dealing with emergencies in any athletic activity situation.
3. Provide financial support for the athletic training program as outlined in Section V.

V. FINANCE:

The services listed above will be provided through this contract term. In exchange for the above services SCHOOL agrees to the following:

1. SCHOOL agrees to recognize the services provided by UKSMC in School's athletic programs for high school varsity sports.
2. SCHOOL agrees to display a UKSMC banner at football and basketball games.
3. SCHOOL agrees to remit the sum of \$2,500.00 to UKSMC.
Payment will be mailed to the following address:

University of Kentucky Sports Medicine
601 Perimeter Dr. Suite 200
Lexington, KY 40517

Attention: Rob Ullery

VI. AFFIRMATIVE ACTION:

The University of Kentucky, an equal opportunity employer, and the other parties to this agreement, agree not to discriminate in regard to race, color, creed, age, sex, national origin, religion or handicap.

VII. RISK MANAGEMENT:

The SCHOOL administrator and University Hospital's Risk Management will inform each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if a University faculty or staff member is involved with said athletes care.

VIII LIABILITY:

The University of Kentucky is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the provisions of the Kentucky Board of Claims, KRS 44.070 et seq for the recovery of tort claims made against the UNIVERSITY, its agents, officers or employees. The University of Kentucky is self insured pursuant to the provisions of KRS 164.939 et seq which provides for the paying of claims or judgements resulting from any tort or breach of duty based on health care services rendered or which should have been rendered by the UNIVERSITY or its agents. Agents of the UNIVERSITY include members of the Board of Trustees, faculty, staff, nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study. In addition, UNIVERSITY maintains commercial excess general and medical malpractice liability insurance.

SCHOOL shall maintain professional liability insurance of not less than One Million (\$1,000,000) Dollars per claim and Three Million (\$3,000,000) Dollars aggregated per policy year, or such other minimum amounts as may be required from time to time by the University.

The policy of insurance shall provide that such insurance shall not be cancelled, modified, or permitted to lapse without thirty (30) days prior written notice to the UNIVERSITY. SCHOOL shall promptly, following request by University from time to time, provide evidence of such insurance acceptable to University.

IX. CORPORATE COMPLIANCE:

SCHOOL affirms that it is aware that UKCMC operates in accordance with a corporate compliance program, employs a Corporate Compliance officer and operates a 24 hour, seven day a week compliance Comply-line. SCHOOL has been informed that a copy of the UKCMC Compliance plan is on file in the purchasing office or can be viewed online at <http://www.mccs.uky.edu/compliance> and is encouraged to review the plan from time to time during the term of this agreement. It is understood that should SCHOOL be found to have violated the UKCMC compliance plan, UKCMC can, at its sole discretion, terminate this Agreement upon written notice. SCHOOL recognizes that it is under an affirmative obligation to immediately report to UKCMC's Corporate compliance Officer through the Comply-line 1-887-898-6072, in writing, or directly (859) 323-6044 any actions by an agent or employee of UKCMC which UKSMC believes, in good faith, violates an ethical, professional or legal standard.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be creditably alleged, suspected or determined to be illegal, the

parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the Agreement for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement will Terminate.

X. TERMS OF THE AGREEMENT:


The term of the agreement shall be one year, commencing on August 1, 2013 and terminating on June 30, 2014. Either party may terminate the contract with ninety (90) days written notice. It is understood that the parties may mutually agree to revise or modify this agreement by written amendments.

XI. SIGNATURES:

WITNESS the signatures of the parties hereto to the duplicate originals:
APPROVED BY:

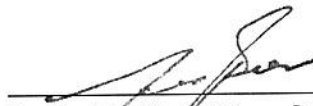
UNIVERSITY OF KENTUCKY

SCHOOL

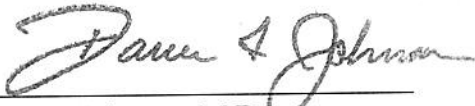


Michael Karpf, M.D.
Executive Vice President
For Health Affairs

Jon Jones
Gallatin Co. Athletic Director



Frederick C. de Beer, MD
Dean, UK College of Medicine



Darren Johnson, M.D.
Chair, Department of Orthopaedic Surgery
College of Medicine