

ATHLETIC TRAINING SERVICES AGREEMENT

This Agreement ("Agreement") is made as of the ____ day of _____, 2016, by and between Dayton High School ("School") and St. Elizabeth Healthcare ("Contractor").

WHEREAS, School desires to have certain athletic training services and/or athletic trainer assistance services provided in connection with its athletic programs; and

WHEREAS, Contractor has agreed to perform such services for the School on the terms and conditions set forth in this agreement,

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. Services. Contractor agrees to furnish those services set forth on "Exhibit A" (the "Services") during such times and at those events set forth on "Exhibit B." During the term of this Agreement, Contractor shall be the exclusive provider of Services to School. Contractor agrees to provide such services at no cost to the school, except those costs associated with "responsibilities of school" as outlined below.

2. Responsibilities of School. School shall:

A. Provide a dedicated area reasonably acceptable to Contractor (the "Training Room") to perform the Services, other than the Services provided at events.

B. Take such action and adopt such policies as are reasonable and desirable to facilitate communication between School, its coaches and other representatives of its athletic department, and Contractor.

C. Designate School's Athletic Director to serve as the primary contact for Contractor's communication with School.

D. Provide Contractor with athletic event schedules one month prior to the first scheduled event and communicate revisions to the schedule to Contractor no less than two (2) weeks prior to any such revision.

3. Consideration. Beginning in year two, the Contractor will commit to the purchase of promotional materials and/or sponsorships in the amount of \$10,000 annually for the purchase of signage and/or other promotional materials at all athletic venues and related activities. The contractor, and approved affiliates, will be the exclusive healthcare related sponsor.

4. Term.

A. This Agreement shall be effective for a term of 3 years, commencing on July 1, 2016, and ending at midnight on June 30, 2019, unless sooner terminated in accordance with the terms hereof. Notwithstanding the foregoing or any other term or provision herein, either party may terminate the agreement without cause by giving not less than thirty (30) days prior written notice to the other party, and upon the expiration of said notice, this Agreement shall have no further force or effect whatsoever, except as otherwise may be provided herein.

B. Notwithstanding the foregoing, either party may terminate this Agreement at any time in the event the other party engages in an action or omission constituting a material breach of any term or condition of this Agreement. The party seeking to terminate the Agreement shall provide the breaching party with not less than thirty (30) days' advance written notice specifying the nature of the breach. The breaching party shall then have fifteen (15) days from the date of the notice in which to remedy the breach in conformance conduct to the Agreement. If corrective action is not taken within the time specified, this Agreement shall terminate at the end of the thirty (30) day period without further notice or demand and the parties shall have no further obligation hereunder, except obligations that survive the termination of this Agreement.

5. Independent Contractor. Contractor, in performing the Services, is acting in the capacity of an independent contractor, and is not an agent, servant, partner, or employee of School. Contractor will have control over the performance of the Services, and shall be solely responsible for payment of its federal and local taxes, salary for its employees, Social Security payments, and any and all other expenses incurred by Contractor in the performance of this agreement, subject to School's indemnification obligation set forth herein. None of the benefits provided by School to its employees including, but not limited to, Workers' Compensation insurance, disability insurance, medical insurance and employment insurance shall be provided by School to any of Contractor's employees. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of School or to bind School in any way whatsoever.

6. Personnel Requirements. Contractor shall be required to furnish a qualified employee to perform the Services. In the event Contractor's attendance would be required at more than one event set forth on "Exhibit B" as a result of multiple events being scheduled for the same time, the parties shall mutually agree whether Contractor shall divide its time between events or whether the Contractor shall only attend one of the events. Contractor may provide additional staff as mutually agreed upon between the parties provided Contractor is given timely notice to facilitate scheduling of such staff.

7. Insurance.

A. Contractor, at its expense, shall carry a policy or policies of professional liability and general liability insurance issued by an insurance carrier reasonably acceptable to School, or shall maintain an adequately funded self-insurance plan, providing coverage in the amount of at least \$1 million per occurrence and \$3 million aggregate per year, which insures Contractor and each employee thereof against any act, error or omission of Contractor and Contractor's employees. Contractor shall also provide Workers' Compensation insurance as may be required and consistent with state law. Contractor agrees to promptly furnish to School evidence of the insurance or self-insurance required by this Paragraph 7.

B. School, at its expense, shall carry a policy or policies of professional liability and general liability insurance, issued by an insurance carrier reasonably acceptable to Contractor, providing coverage in the amount of at least \$1 million per occurrence and \$3 million aggregate per year, which insures School and each employee thereof against any act, error or omission of School and School's employees. School agrees to promptly furnish to Contractor evidence of the maintenance and continued effectiveness of the insurance required by this Paragraph 7.

8. Indemnification.

A. Contractor shall indemnify, defend and hold School harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of the negligence or willful misconduct of Contractor in the performance of the Services.

B. School shall indemnify, defend and hold contractor harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of the negligence or willful misconduct of School arising from School's conduct of its athletic programs, maintenance of its facilities or otherwise related to this Agreement.

9. Notices. All notices, requests, demands, directions and other communications required or permitted under the provisions of this Agreement, or otherwise with respect hereto, shall be in writing and shall be: (i) mailed by first class registered or certified mail, return receipt request, postage prepaid; or (ii) sent by next day business courier (such as Federal Express or the like); or personally delivered; as follows:

If to Contractor, to:

St. Elizabeth Sports Medicine
830 Thomas More Parkway, Suite 101
Edgewood, Kentucky 41017
Attention: Scott Helton, Clinic Manager

With a copy to:

St. Elizabeth Healthcare
One Medical Village Drive
Edgewood, KY 41017
ATTN: Gary Blank, Chief Operating Officer, St. Elizabeth Healthcare

If to the School, to:

Dayton High School
200 Greendevil Lane
Dayton, KY 41074
ATTN: Jay Brewer, Superintendent

or to such other address(es) or to the attention of such other person(s) and officer(s) as the addressee of any such notice shall have previously furnished to the sender in writing. Each notice or communication which shall be transmitted in the manner described above shall be deemed sufficiently given, served, sent, or received for all purposes at such time as it is sent to the addressee (with return receipt, delivery receipt being deemed conclusive evidence of such mailing, transmission or delivery), or at such time as delivery is refused by the addressee on presentation.

10. HIPAA Compliance. Both parties will comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Prior to the relevant

sports season, School will obtain for each student athlete involved in a program for which Contractor will provide services hereunder a HIPAA-compliant authorization signed by the student (if age 18 or over) and/or his/her parent or guardian permitting Contractor to release pertinent information to School relating to any services provided by Contractor to the student under this Agreement. A sample authorization is attached hereto as "Exhibit C."

11. Binding Effect; Assignment. This Agreement shall inure to the benefit of and be legally binding on the parties hereto, their successors and assigns.

12. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach hereunder. No waiver shall be valid unless in writing and signed by the party granting such waiver.

13. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes any prior written or oral agreements or understandings, and any contemporaneous oral agreements or understandings, between them respecting the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

14. Amendment or Modification. This Agreement shall not be waived, changed, modified, extended or discharged except by an agreement in writing, signed by both parties hereto.

15. Severability. If any provision of this Agreement shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect, impair or invalidate the remaining provisions of this Agreement.

16. Headings. The headings used in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction or limit the scope or intent of any provision of this Agreement.

17. Counterparts. This Agreement may be executed in several counterparts or with counterpart signature pages, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement.

18. No Rights in Third Parties. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

19. Governing Law. This Agreement shall be construed and interpreted and its validity shall be determined in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates noted below.

DAYTON HIGH SCHOOL

Date: _____

By: _____

Name: _____

Title: _____

ST. ELIZABETH HEALTHCARE

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

1. Contractor will provide an NATA (National Athletic Trainers Association) Certified Athletic Trainer and/or a Licensed Athletic Trainer to provide the Services to School at the times and during the events set forth on Exhibit B. The School and Contractor must mutually agree upon the Athletic Trainer as being an acceptable provider of services. The Services will be limited to (i) the evaluation and treatment of minor injuries; (ii) the application of first aid and similar emergency assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services in the case of major injuries; (iii) preventative taping and strapping of athletes, as needed; (iv) providing nutritional information to student athletes; (v) providing basic educational information to student trainers and managers in the course of performing the Services; and (vi) providing recommendations for exercise or other physical measures for minor injuries under the direction, supervision and review of the injured athlete's physician. Any/all services will be performed within the limitations of the Kentucky Board of Medical Licensure Athletic Trainer's Practice Act.
2. All services will be provided on the School's premises with the exception of sports events at other schools where School's athletes are the "visiting" team if such coverage is required by Exhibit B.
3. As permitted by applicable law, Contractor will provide School with accurate records of treatment rendered under the Agreement between the parties for all athletic injuries for which Contractor renders treatment and of all rehabilitation procedures provided by Contractor.
4. In cooperation with School's Athletic Director, Contractor will develop a list of locations of emergency phones and emergency phone numbers to be distributed to student athletes and coaches.
5. Contractor will facilitate communication between an injured athlete, the Athletic Director and the team or family physician.

EXHIBIT B

Contractor will provide the Services at the following times and locations:

I. TRAINING ROOM COVERAGE

A. Coverage Requirements

1. Contractor shall provide coverage for the Training Room/Athletic Events Monday through Saturday until the end of events for the day.
2. Contractor will not provide Training room coverage during days when students are not in attendance at School.
3. Contractor will not provide Training Room coverage when Contractor is required to attend an event under Section II of this Exhibit B.

II. EVENT COVERAGE

A. Fall Pre-Season Sports Coverage

1. All Fall sports will be covered beginning with the first day of KHSAA sanctioned practice until the end of the fall sports seasons.
2. Hours will vary, depending on practice schedules and sports offered.
3. School and Contractor will cooperate to manage the schedule and coverage if multiple practice sites are being utilized simultaneously.

B. Fall Sports Coverage

1. Coverage will be provided for all fall sports programs offered by the school. Home and away Varsity Football games will be covered, except for games requiring excess travel and/or emergency situations. All other home events will be covered.

C. Winter Sports Coverage

1. All home winter sports programs offered by the school will be covered.

D. Spring Sports Coverage

1. All home spring sports programs offered by the school will be covered.

E. Personnel Requirements

1. In cases when multiple events occur simultaneously, refer to page 2, section 6 of contract.

EXHIBIT C
DAYTON HIGH SCHOOL

AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION

As (please specify) parent/guardian of _____ (“the Student”), a student at Dayton High School (the “School”) in Dayton, Kentucky, who desires to participate in the following extracurricular athletic program of the School: _____ (the “Program”), I understand that in the course of competing in the Program or Program-sponsored events the Student may require attention or assistance from an athletic trainer for illness or injury incurred while participating in such Program-sponsored sporting events. I understand that the School has arranged for St. Elizabeth Sports Medicine to provide such attention and assistance during certain Program-sponsored events. I, the undersigned, hereby authorize St. Elizabeth Sports Medicine to release all medical information about the Student obtained in the course of providing athletic training attention or assistance during Program-sponsored events to the School and its representatives including, but not limited to, coaches, for the purpose of making determinations regarding the continued participation of the Student in the Program or Program-sponsored sporting events.

I understand that I have the right to revoke this authorization at any time except to the extent St. Elizabeth Sports Medicine has already acted as a result of this authorization. I further understand that any revocation must be provided in writing to St. Elizabeth Sports Medicine.

I also understand that when information is used or disclosed based on an authorization; the information may be re-disclosed by the recipient and no longer protected by the Standards for the Privacy of Individually Identifiable Health Information.

This authorization shall expire at the end of the Program’s season.

I understand that I have the right to refuse to sign this authorization. I further understand that such refusal will result in the Student’s being ineligible to participate in the School’s sporting activities.

Student’s Name

Street/box number

Student’s Date of Birth

City, State, Zip Code

Student’s Signature (required if student is 18 or over
or will turn 18 before season ends)

Student’s Telephone Number

Name of Parent or Guardian

Date

Signature of Parent or Guardian

Relationship to Student (Parent, Guardian, etc.)
130474.1