SPORTS MEDICINE SERVICES AGREEMENT

THIS ATHLETICS PHYSICAL THERAPY SERVICES AGREEMENT, effective June 1, 2019, by and between **Commonwealth Health Corporation, Inc. d/b/a Med Center Health Orthopedics Plus Physical Therapy** ("CHC") and **Board of Education of Franklin-Simpson County** ("Board"):

WHEREAS, Board operates a school system in Franklin, Simpson County, Kentucky, which requires physical therapy services for the benefit of student athletes; and

WHEREAS, CHC provides sports medicine and physical rehabilitation services and desires to provide those services to Board under the terms and conditions set out in the Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. MCF shall provide licensed physical therapists and/or athletic trainers and related support staff on an as-needed basis for the performance of sports medicine services for the benefit of student athletes, consistent with the recognized scope of practice for such providers and all applicable statutes and regulations. Services to be provided by CHC will include initial care and management of injuries to student athletes at varsity sporting events (including all football games, all home games for boys and girls basketball and soccer or other contact sports, and post-season games for all contact sports) and consultation with coaching staffs for assistance in injury prevention. Injuries which require a higher level of care shall be referred to appropriate physicians or health care facilities.

2. CHC agrees to maintain professional and comprehensive general liability insurance for the benefit of all MCF employees who provide services pursuant to this Agreement in the minimum amount of $1,000,000 per occurrence and $3,000,000 in the aggregate under a program of self-insurance.

3. Board shall compensate CHC for all services rendered pursuant to this Agreement in the amount of $63.00 per hour. The amount of fees charged pursuant to this Agreement may be modified by the parties only by mutual agreement in writing. CHC shall invoice Board on a monthly basis, and Board agrees to pay the invoices within 30 days. Board shall pay all invoices in full regardless of whether or not Board receives reimbursement for services provided to student athletes under this Agreement from any other source.

4. Board shall provide appropriate space, equipment, and supplies for the provision of sports medicine services and shall consult with CHC to ensure that such needs are met in a manner reasonably required for the appropriate provision of services provided by CHC and requested by Board. Board shall provide CHC with access to student information reasonably necessary for the provision of services required by this Agreement.

5. Each party agrees to indemnify and hold harmless the other from liability for personal injury, property damage, or other liability arising out of the acts or omissions of any employee or agent of the respective party concerning the provision of services required by this Agreement.

6. The term of this Agreement shall be for a period of one (1) year, effective beginning with the effective date of this Agreement and shall automatically renew for additional one-year terms, for a maximum of four additional terms, unless the Agreement is terminated in accordance with this paragraph. Either party may terminate this Agreement without cause or penalty at any time upon provision of thirty (30) days' prior written notice.

7. During the term of this Agreement and for a period of one year after the end of the original term or any renewal term of this Agreement, Board covenants and agrees that it will not either directly or indirectly solicit for employment or contract with any individual who provides services on behalf of CHC pursuant to this Agreement.

8. The parties shall comply with all applicable provisions of laws, including any rule, regulation, policy or procedure of any governmental authority relating to the operation of school systems or providers of physical therapy services. Both parties shall refrain from discrimination against any person, student or employee on the basis of race, creed, color, religion, age, disability or national origin. Should either party have a reasonable belief that any requirement of this Agreement may violate any law, rule or regulation, such party shall provide written notice of a proposed amendment to this Agreement which would remove the non-compliant provision. The other part shall have ten (10) days within which to agree to the amendment, and if no agreement can be reached, the initiating party shall have the right to terminate the Agreement immediately upon written notice.

9. The parties acknowledge and agree that CHC shall be at all times under this Agreement and independent contractor and not an employee of the Board, and nothing contained herein shall be construed to place the parties in the relationship of employer-employee, principal-agent, partners, or a joint venture; and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

10. This Agreement cannot be modified, or assigned except by another written instrument executed by both parties. This Agreement constitutes the entire understanding and agreement between parties relating to the subject of this Agreement. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement at Simpson County, Kentucky, on the day and year first hereinabove written.

COMMONWEALTH HEALTH CORPORATION, INC., d/b/a MED CENTER HEATLH ORTHOPEDICS PLUS PHYSICAL THERAPY

By: _____

BOARD OF EDUCATION OF FRANKLIN-SIMPSON COUNTY

By: _____