

AGREEMENT BETWEEN  
THE UNIVERSITY OF KENTUCKY  
AND  
GARRARD COUNTY PUBLIC SCHOOLS

This Agreement is made and entered into this 1st day of July, 2024, the (“Effective Date”), by and between the UNIVERSITY OF KENTUCKY COLLEGE OF MEDICINE, DEPARTMENT OF ORTHOPAEDIC SURGERY AND SPORTS MEDICINE, hereinafter “UK”, located at 800 Rose Street, Lexington, KY 40536, and BOARD OF EDUCATION OF GARRARD COUNTY/GARRARD COUNTY PUBLIC SCHOOLS, hereinafter “GCPS”, located at 322 West Maple Avenue, Lancaster, KY 40444, for the use and benefit of GARRARD COUNTY HIGH SCHOOL, hereinafter “GCHS”, located at: 599 Industry Road, Lancaster, KY 40444, and provides:

I. PURPOSE:

This Agreement is being established to provide coverage by Certified Athletic Trainers (“ATCs”) for GCHS’s student athletes.

II. UK RESPONSIBILITIES:

A. ATC Coverage:

1. UK will supply one (1) ATC, subject to the terms of Section II(D) below, to provide athletic training services to GCHS student athletes. Said services shall be limited to:

- i. The evaluation and treatment of minor injuries.
- ii. The application of first aid and other medical assistance as may be reasonable and possible under the circumstances, pending the arrival of emergency services in the event of major injuries.
- iii. Preventative taping, strapping and bracing of student athletes as needed.
- iv. Providing nutritional information to student athletes.
- v. Providing basic educational information to student trainers and managers.
- vi. Providing recommendations for exercise and/or other physical measures for minor injuries under the direction, supervision and review of a licensed physician.

2. All services will be provided at GCHS excepting competitions at other locations explicitly covered by this Agreement.

3. ATCs will utilize an Injury Surveillance Tracking system, which shall include a concussion tracking system, to help identify patterns of injury, assist in creating individualized injury prevention programs, and shall save injury data for annual comparisons.

4. ATCs shall provide and maintain accurate records and documentation through injury tracking software. Records shall include any treatment provided by ATCs for all athletic injuries, all concussion tracking and monitoring, and all rehabilitation procedures provided by the ATCs. All Medical Records and documentation are the property of UK.

i. All KHSAA pre-participation physical examination forms for GCHS student athletes shall be stored and maintained by GCPS and/or GCHS, and are not considered Medical Records for the purposes of this Agreement. ATCs shall have access to all such KHSAA pre-participation physical examination forms for student athletes under their care.

5. ATCs shall facilitate communication among injured student athletes, GCHS's athletic director, parents/guardians, and physicians (if necessary).

6. A licensed physician shall be available for consultation 24 hours per day, 7 days per week through UK's offices at the University of Kentucky Chandler Medical Center.

7. ATC(s) will be in attendance for:

i. All KHSAA sanctioned home athletic events held on campus at GCHS. The parties acknowledge that practices and games for baseball, softball, football, soccer, volleyball, basketball and tennis may take place at Garrard County Middle School, which shall be considered a part of the GCHS campus for the purposes of this Agreement.

a. If two (2) or more games are being played simultaneously, the ATC shall attend the event with the higher potential for injury. Alternatively, the ATC may provide coverage from an alternate location determined with GCHS's Athletic Director.

ii. All home and away Varsity football games and Junior Varsity football games. Varsity games in other sports shall take precedence over away Junior Varsity football coverage in the event of a conflict. Coverage of away Junior Varsity football games shall be limited to games taking place in counties sharing a border with Garrard County, Kentucky.

iii. Post-season tournament play.

a. In accordance with UK's scheduling policy, postseason event coverage shall take priority over in season practices, but not regularly scheduled home contests.

b. In the event GCHS hosts a district or regional tournament that is not held on campus, UK will provide ATC coverage for an additional agreed upon fee, subject to ATC availability.

c. Other participating schools at any district or regional contest may obtain ATC coverage by UK. Any such coverage shall result in an additional charge to the event.

iv. ACTs shall provide practice coverage and athletic training room coverage during the school year for up to four (4) hours each Monday through Friday when school is in session. Saturday coverage shall be limited to game coverage only. Coverage will not be provided on Sundays and holidays.

a. Practice coverage shall end no later than 7:30 pm on days school is in session.

b. When school is not in session, practice coverage will be at the discretion of the ATCs, who shall consider parameters such as risk of injury, number of student athletes participating, and the medical needs of the student athletes. When school is not in session, coverage shall be limited to eight (8) hours per day, Monday through Friday. The ATC will set coverage schedule for when school is not in session based on practice schedules provided by GCHS.

v. All changes in practice and/or game times must be communicated to the ATC at least forty-eight (48) hours prior to the scheduled start to ensure ATC coverage. If notification of changes is not timely made there shall be no guaranty of ATC coverage for the event in question.

B. Emergency Action Plans:

In compliance with KRS 160.445, the ATC will provide and update Emergency Action Plans (“EAPs”) for each athletic venue at GCHS. The ATC shall plan and execute a simulation of an athletics event emergency (including heat and cardiac emergencies) as defined in KRS 158.162 and KRS 160.445 before the first contest of each sports season and plan and execute a strategy to require that key elements of the plan be reviewed yearly with understanding attested by the ATC, each head coach, and the Athletic Director.

C. ATC Qualifications:

Each ATC provided by UK under this Agreement shall have the following qualifications:

- i. Certified by the National Board of Certification
- ii. Licensed by the Kentucky Board of Medical Licensure
- iii. Maintain current, up-to-date CPR and first aid certifications.

D. Staffing Contingency:

UK's obligation to provide the services described herein is expressly contingent on UK's ability to identify and hire ATC(s) who meet all requirements to be employees of UK and the qualifications described above. UK shall diligently work to identify, employ, and provide the ATC(s) required by this Agreement prior to the Effective Date. Should UK be unable to employ and provide ATC(s) prior to the Effective date, UK shall notify the GCPS in writing, and the compensation to UK described in Section IV below shall be pro-rated based upon the actual date at which UK can provide the Services described herein.

III. GCPS RESPONSIBILITIES:

A. Provision of Space and Supplies:

1. GCPS shall provide a dedicated area at GCHS reasonably acceptable to UK (the "Athletic Training Room") to be used for the provision of training services. The Athletic Training Room must be handicap accessible.
2. GCPS shall provide all reasonably necessary supplies and equipment required in connection with the performance of the services. Any supplies and equipment furnished by GCPS and not consumed in the performance of the services shall be returned to GCPS upon this Agreement's expiration or earlier termination.
3. At a minimum GCPS must provide the following equipment:
  - i. Portable Automated External Defibrillator (AED)
  - ii. Access to ice and/or ice machine at GCHS
  - iii. Access to water at GCHS
4. GCPS shall maintain a budget for athletic training supplies from which any medically necessary items can be purchased by the ATCs, subject to Athletic Director approval. ATC shall ensure amounts of supplies on hand are sufficient based on the number of student athletes.

B. Communication:

1. GCPS shall designate GCHS's Athletic Director to serve as UK's primary contact for communications with GCPS.
2. GCPS shall ensure coaching staff(s) and the Athletic Director provide adequate time to meet with the ATC before each semester to establish priorities and goals related to athletic training.
3. GCPS and/or GCHS shall provide the ATC with event schedules at least one (1) month before the first scheduled event each season. Any revisions to the schedule are subject to the notification provisions of Section II(A)(7)(v) above.

4. GCPS/GCHS shall ensure that the Athletic Director and coaching staff(s) cooperate with the ATC to develop an EAP as defined above.

C. Non-Solicitation:

During the initial term and any renewal terms of this Agreement, and for a period of twelve (12) months after the expiration or early termination of this agreement, GCPS shall not, directly or indirectly, without the express written consent of UK, solicit, contract, engage, hire or employ any person who is, or at any time was, an employee of UK and provided services to GCPS and/or GCHS under the terms of this Agreement.

IV. COMPENSATION:

A. Financial Compensation:

In addition to the GCPS responsibilities listed above, and in consideration of the services provided by UK as described above, GCPS agrees to remit the following sums to UK as directed below:

\$35,000.00

UK shall invoice GCPS for one-half of the annual fee July 1 of each contract year and shall invoice the remaining balance January 1 of each contract year. GCPS shall remit payment for each installment due within 30 days of the invoice date to the following address:

University of Kentucky  
Department of Orthopaedic Surgery & Sports Medicine  
740 South Limestone Street  
K401 KY Clinic  
Lexington, KY 40536-0284

B. Non-Financial Compensation:

1. GCPS shall name UK as its Official Sports Medicine Provider.
2. GCPS shall grant UK exclusivity as the only sports medicine provider allowed to advertise on both GCPS's and GCHS's websites and printed materials.
3. GCPS shall allow UK to place UK banners at all KHSAA recognized home sporting events. No other sports medicine provider may place banners or other advertisements at GCPS sponsored sporting events.
4. GCPS shall allow UK to conduct on-site promotions, giveaways and sampling at home athletic events with appropriate notice to and approval by the Athletic Director.

5. At each home sporting event with a public address announcer, GCPS shall make at least two (2) announcements recognizing UK as GCPS's official healthcare provider. UK shall provide a script to the Athletic Director.

V. TERM OF THE AGREEMENT.

A. This Agreement shall be one (1) year in duration, commencing on July 1, 2024, and ending on June 30, 2025. After the initial term, this Agreement may be extended by written agreement between the parties for up to three (3) additional one (1) year terms, subject to such modifications as may be contained therein. At any time during the initial term and any extension, either party may terminate this Agreement without cause by providing thirty (30) days' written notice to the non-terminating party.

B. The parties agree to meet in March of each contract year to reevaluate the terms of this Agreement. Cancellation or re-negotiation of costs or services provided under this Agreement may only be initiated by the party desiring the cancellation or re-negotiation by providing written notice no later than ninety (90) days prior to the end of the current school year.

C. Though the Agreement will be paid on a semi-annual basis, because the Agreement may extend for more than one fiscal year, the parties acknowledge that the Kentucky Constitution and various Kentucky statutes preclude GCPS from obligating the expenditure of funds in excess of its revenue for a given fiscal year. Therefore, GCPS specifically reserves the right to terminate this Agreement during any subsequent fiscal year, reserving the rights for GCPS to budget sufficient sums in subsequent fiscal years during the term of this Agreement to keep the Agreement in effect for its full term.

D. Termination:

1. Either party may terminate this Agreement if either party fails to perform at the levels specified herein. Prior to terminating this Agreement for poor or non-performance, the following steps shall be taken by the terminating party:

- i. Remit a letter to the nonperforming party describing the deficiencies in question and providing a timeline to correct the deficiencies.
- ii. If the timeline given to correct deficiencies is not met, notify the nonperforming party in writing of its intent to terminate the Agreement if issues are not corrected by a specified date.
- iii. If the specified date passes without the deficiencies being corrected, remit a letter terminating the Agreement.

2. UK may terminate this Agreement for Monetary Default, if GCPS fails to pay UK any fee, expense or other sum of money when due in accordance with the provisions of Section IV. UK will provide GCPS with an opportunity to cure within thirty (30) days of notice thereof. Should GCPS fail to cure the breach within thirty

(30) days of any notice from UK, this Agreement will terminate and all Services provided to GCPS hereunder will cease immediately.

3. If reasonable attempts to reconcile differences in the implementation of the terms of this Agreement are unsuccessful, established GCPS policies and goals shall prevail over UK terms and conditions. GCPS shall provide UK with written documentation of such decisions.

## VI. CORPORATE COMPLIANCE:

GCPS affirms that it is aware that UK operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven days a week compliance Comply-Line. GCPS has been informed that a copy of the UK compliance plan is on file in the Purchasing Office or can be viewed online at <https://www.ukhealthcare.uky.edu/staff/corporate-compliance/policy-manual> and is encouraged to review the plan from time to time during the term of this Agreement. GCPS recognizes that it is under an affirmative obligation under the plan to immediately report to UK'S Corporate Compliance Officer through the comply-line 1-877-898-6072, in writing or directly (859) 323-8002 any actions by a UK agent or employee which GCPS believes, in good faith, violates an ethical, professional or legal standard. It is understood that should GCPS be found to have violated this obligation or any other applicable provision of the UK compliance plan, UK may, at its sole discretion, terminate this Agreement upon written notice.

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 credibly 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.

## VII. LIABILITY:

A. UK is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the jurisdiction of the Kentucky Claims Commission and the statutory provisions of KRS 49.030 seq. for the recovery of tort claims made against UK, its agents, officers or employees. UK is self- insured pursuant to the provisions of KRS 164.939 et seq. which provides for the paying of claims or judgments resulting from any tort or breach of duty based on health care services rendered or which should have been rendered by UK or its agents. Agents of UK 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, UK maintains professional, commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

B. GCPS is an agency of the Commonwealth of Kentucky, is vested with governmental immunity, and pursuant to the provisions of KRS 160.160(1) has the authority to procure liability insurance. GCPS shall maintain general liability insurance for

itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year, or such other minimum amounts as may be required from time to time by UK. The policy of insurance shall provide that such insurance shall not be canceled, modified or permitted to lapse without thirty (30) days prior written notice to UK. GCPS shall promptly, following UK request, provide evidence of such insurance acceptable to UK.

VIII. RISK MANAGEMENT:

GCPS's administrator and UK's Office of 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 UK student, resident, or faculty member is involved with said patient's care.

IX. NONDISCRIMINATION:

Each Party hereto complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. Each Party provides equal opportunities for qualified persons in all aspects of their respective operations, and neither Party discriminates on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with each Party's applicable policy concerning smoking.

X. PERSONAL INFORMATION SECURITY:

To the extent either party receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), the receiving party shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as UK's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying the other party of a security breach relating to Personal Information in the possession of the receiving party or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and receiving party abides by the requirements set forth in that exception; (iv) cooperating with the other party in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by receiving party; and (vi) at the other party's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.



XI. MEDICAL RECORDS:

Any patient medical records generated in connection with any services provided pursuant to this Agreement shall be maintained by UK, who shall maintain such medical records in compliance with and for all periods required by law. UK will, on request from GCPS, make such records available to GCPS to the extent permitted by law, including patient safety activities.

XII. NOTICES:

Any notices required or deemed appropriate under this Agreement shall be sent certified mail, return receipt requested, to the following addresses:

UK:

University of Kentucky  
Director of Strategic Healthcare Contracting  
317 Charles T. Wethington Building  
900 S. Limestone Street  
Lexington, KY 40536-0200

GCPS:

Director of Athletics  
Garrard County Public Schools  
322 West Maple Avenue  
Lancaster, KY 40444

XIII. COMPLIANCE WITH LAWS AND REGULATIONS:

A. UK will obtain any necessary governmental licenses or permits and comply with all local, federal and state codes and ordinances without cost to GCPS.

B. All services provided will comply with all applicable federal, state and local regulations.

C. This Agreement is being executed and performed in and under the laws of the Commonwealth of Kentucky. Any judicial proceeding undertaken regarding this Agreement shall take place in the courts of Franklin County, Kentucky.

XIV. INDEPENDENT CONTRACTOR STATUS:

In the performance of this Agreement it is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with, and not as an employee, agent, or joint venturer of, the other party.

It is understood that UK ATC(s) may provide services to GCPS and/or GCHS outside of the scope of this Agreement. The Parties acknowledge that while providing any such outside services the ATC is acting as an independent contractor and not as an agent or employee of UK. The ATC performing outside services shall have control over the performance of those services and shall be solely responsible for payment of any taxes associated with income related to the provision of those services.

XV. CHANGES IN LAW:

The Parties are entering into this Agreement intending to comply with all provisions of applicable law and regulations. If it is the reasonable opinion of counsel with expertise in health care law selected by UK that, due to new or existing state or Federal laws, rules or regulations or due to any action of any governmental authority to enforce or interpret any existing state or Federal law, rule or regulation ("Applicable Law"), the transaction contemplated by this Agreement does not comply, or is not reasonably likely to be found by a court with authority to comply with Applicable Law, then Parties shall negotiate in good faith to attempt to alter their legal relationship to comply with Applicable Law while preserving the material terms of their relationship. In the event that such compliance cannot be accomplished or achieved, this Agreement shall be terminated upon the expiration of sixty (60) days from the receipt by the Parties of the legal opinion of counsel selected as provided herein, without liability of either Party.

XVI. SEVERABILITY & ASSIGNABILITY:

A. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

B. No Party may assign or subcontract any portion of this Agreement without the prior written consent of the other Party; provided, however, that GCPS expressly acknowledges that any assignment by UK to an entity controlled by, controlling or under common ownership with UK or arising out of any merger, reorganization, or consolidation of UK shall not require the consent of GCPS.

XVII. ELECTRONIC STORAGE/SIGNATURE:

The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

XVIII. FERPA:

UK shall maintain and protect the confidentiality of student education records as required by the Family Education Rights and Privacy Act (FERPA). For the limited purposes stated in this Agreement, any ATC assigned to perform services under this Agreement shall be deemed a “school official” as defined by the GCPS FERPA Policy and Procedures. Student information that is submitted by GCPS and those records generated by UK regarding students is confidential and shall be used only for the purposes stated in this Agreement. UK agrees not to share or disclose this data with any third-party outside of the purposes stated in this Agreement, unless required to do so by law or other agency regulations. UK shall notify GCPS in writing immediately upon learning of any such required release of records and also upon learning of any such unauthorized release of the records or the information contained therein. Failure to comply with the requirement to protect the students’ education records will result in the cancellation of the Agreement and eligibility to receive any student information from GCPS for a period of no less than five (5) years.

UK agrees to destroy the student information with permission of GCPS in a manner that completely protects the confidentiality of the student information or return the information to the GCPS upon the expiration of this Agreement.

XIX: SIGNATURES:

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

UNIVERSITY OF KENTUCKY

GARRARD COUNTY PUBLIC SCHOOLS

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Mark D. Birdwhistell  
Senior Vice President & Chief  
Administrative Officer

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Superintendent

Recommended By:

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Charles H. Griffith, III, MD, MSPH  
Dean, College of Medicine

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Jeffrey Selby, MD  
Chair, Department of Orthopaedic Surgery &  
Sports Medicine