

SPORTS MEDICINE SERVICES AGREEMENT BETWEEN
THE UNIVERSITY OF KENTUCKY
AND
THE BOURBON COUNTY BOARD OF EDUCATION

This Sports Medicine Services Agreement is made and entered into this 1st day of July, 2026, 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 the BOURBON COUNTY BOARD OF EDUCATION, hereinafter “SCHOOL”, located at 3343 Lexington Road, Paris, KY 40361, and provides:

I. PURPOSE:

The purpose of this Agreement is to establish the terms under which Sports Medicine services will be provided to SCHOOL’s student-athletes, including athletic training services delivered by Certified Athletic Trainers (“ATCs”). These services are intended to support the prevention, evaluation, treatment, and rehabilitation of athletic injuries, as well as the overall health and safety of SCHOOL’s student-athletes.

II. UK RESPONSIBILITIES:

A. Sports Medicine Services:

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

- i. Evaluation and treatment of minor injuries.
- ii. 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. Provision of nutritional guidance to student athletes.
- v. Basic educational information to student trainers and managers.
- vi. Recommendations for exercise and/or other physical measures for minor injuries under the direction, supervision and review of a licensed physician.

2. ATCs will utilize an injury surveillance and documentation system to record injuries and maintain accurate records of evaluations, treatments, and rehabilitation services. This information will support injury trend analysis, prevention strategies, and ongoing review. All medical records and related documentation are the property of UK.

All KHSAA pre-participation physical examination forms for SCHOOL student athletes shall be stored and maintained by SCHOOL 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.

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

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

- i. All KHSAA sanctioned home athletic events held on campus at SCHOOL.
 - a. If two (2) or more games are being played simultaneously, the ATC shall attend the event with the higher potential for injury as determined and approved by SCHOOL's Athletic Director and the Athletic Training Supervisor.
 - b. ATC may provide coverage from an alternate location as determined and approved by SCHOOL's Athletic Director and the Athletic Training Supervisor.

ii. Home and Away Varsity football coverage, which takes precedence over all other home Varsity contests.

5. Practice and Athletic Training Room Coverage:

i. Coverage during the school year will be provided Monday through Friday when school is in session, as available based on the contest/event schedule. Saturday coverage will be limited to game coverage only. Coverage will not be provided on Sundays or holidays as defined by the UK Holiday Schedule. Any coverage on holidays is subject to availability and must be agreed upon by the ATC, Athletic Training Supervisor, and SCHOOL Athletic Director.

a. When school is not in session: Practice coverage will be at the discretion of the ATCs, who shall consider factors such as risk of injury, number of student-athletes participating, and the medical needs of the student-athletes.

b. Coverage limits when school is not in session: Coverage shall be limited to eight (8) hours per day, Monday through Friday. The ATC will establish the coverage schedule based on practice schedules provided by SCHOOL.

c. Changes in practice/game times: All changes in practice or game times must be communicated to the ATC at least forty-eight (48) hours prior to the scheduled start to ensure coverage. If notification is not timely, ATC coverage for the event cannot be guaranteed.

d. Conflicting event/practice coverage: Conflicts shall be coordinated by the UK ATC and SCHOOL's Athletic Director. Prioritization will be based on the level of play, risk associated with the activity, location, and medical status of the team. Final determination of coverage in the event of conflicts will be made by the UK Athletic Training Supervisor and SCHOOL Athletic Director

6. Post-season event coverage.

- i. Postseason event coverage shall take priority over in-season practices, but not over regularly scheduled home contests.
- ii. Postseason contests hosted on campus, where a SCHOOL team is participating, will be covered at no additional charge.
- iii. If SCHOOL hosts a district or regional tournament off-campus, SCHOOL may engage a UK ATC as an independent contractor for coverage. Any such coverage would be at SCHOOL's expense and responsibility and is subject to ATC availability.
- iv. Postseason Multi-District Events: For multi-district events hosted by SCHOOL (e.g., basketball classics), UK ATCs will provide coverage only for contests that include SCHOOL's student-athletes as outlined in this Agreement. Coverage does not extend to contests between two or more external schools, which require separate ATC coverage at the host site's additional cost.

B. Emergency Action Plans:

In compliance with KRS 158.164, the ATC will provide and update Emergency Action Plans ("EAPs") for each athletic venue at SCHOOL. 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 SCHOOL 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. SCHOOL RESPONSIBILITIES:

A. Provision of Space and Supplies:

1. SCHOOL shall provide a dedicated area at SCHOOL 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. SCHOOL shall provide all reasonably necessary supplies and equipment required in connection with the performance of the services. Any supplies and equipment furnished by SCHOOL and not consumed in the performance of the services shall be returned to SCHOOL upon this Agreement's expiration or earlier termination.
3. At a minimum SCHOOL must provide the following equipment:
 - i. Portable Automated External Deliberator (AED)
 - ii. Access to ice and/or ice machine at SCHOOL
 - iii. Access to handwashing sink and water to fill coolers at SCHOOL
4. SCHOOL 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. SCHOOL shall designate SCHOOL's Athletic Director to serve as UK's primary contact for communications with SCHOOL.
2. SCHOOL 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. SCHOOL and/or SCHOOL 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)(5)(i)(c) above.

4. SCHOOL/SCHOOL 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, SCHOOL 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 SCHOOL and/or SCHOOL under the terms of this Agreement.

IV. COMPENSATION:

A. Financial Compensation:

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

July 1, 2026 through June 30, 2027:	\$67,500.00
July 1, 2027 through June 30, 2028:	\$70,875.00

UK shall invoice SCHOOL for one-half of the annual fee July 1 of each contract year and shall invoice the remaining balance February 1 of each contract year. SCHOOL 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. SCHOOL shall name UK HealthCare as its Official Sports Medicine Provider.

2. SCHOOL shall grant UK exclusivity as the only sports medicine provider allowed to advertise on both SCHOOL's and SCHOOL's websites and printed materials.

3. SCHOOL 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 SCHOOL sponsored sporting events.

4. SCHOOL shall allow UK to conduct on-site promotions, giveaways and sampling at home athletic events. No other sports medicine provider may place banners or other advertisements at SCHOOL sponsored sporting events.

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

6. SCHOOL shall allow UK to conduct on-site promotions, giveaways and sampling at home sporting events with appropriate notice to and approval by the Athletic Director.

V. TERM OF THE AGREEMENT.

A. This Agreement shall be two (2) years in duration, commencing on July 1, 2026, and ending on June 30, 2028. Either party may terminate this Agreement without cause by providing thirty (30) days' written notice to the non-terminating party. The parties may extend this Agreement only by a written amendment hereto.

B. The parties agree to meet in January 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. 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 SCHOOL 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 SCHOOL with an opportunity to cure within thirty (30) days of notice thereof. Should SCHOOL fail to cure the breach within thirty (30) days of any notice from UK, this Agreement will terminate and all Services provided to SCHOOL hereunder will cease immediately.

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

VI. CORPORATE COMPLIANCE:

SCHOOL 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. SCHOOL 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. SCHOOL 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 SCHOOL believes, in good faith, violates an ethical, professional or legal standard. It is understood that should SCHOOL 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. SCHOOL 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. SCHOOL shall promptly, following UK request, provide evidence of such insurance acceptable to UK.

VIII. RISK MANAGEMENT:

SCHOOL'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:

The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. The University provides equal opportunities for qualified persons in all aspects of University operations, and does not discriminate 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 University 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 SCHOOL, make such records available to SCHOOL 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
Office of Strategic Healthcare Contracting
317 Charles T. Wethington Building
900 S. Limestone Street
Lexington, KY 40536-0200

SCHOOL:

Bourbon County Board of Education
Attn: Athletic Director
3343 Lexington Road
Paris, KY 40361

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 SCHOOL.
- 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 SCHOOL and/or SCHOOL 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 SCHOOL 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 SCHOOL.

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). Student information that is submitted by SCHOOL 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 SCHOOL 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 SCHOOL for a period of no less than five (5) years.

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

XIX: SIGNATURES:

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

UNIVERSITY OF KENTUCKY

BOURBON COUNTY BOARD OF
EDUCATION

Robert L. Edwards, DrPH, MBA
Vice President & Chief Strategy and
Government Affairs Officer

Superintendent

Recommended By:

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

Carter Cassidy, MD
Chair, Department of Orthopaedic Surgery &
Sports Medicine