

ATHLETIC TRAINING SERVICES AGREEMENT

This Athletic Training Services Agreement ("Agreement") is made as of the 1st day of July 2020 ("Effective Date"), by and between Saint Elizabeth Medical Center, Inc. dba **St. Elizabeth Healthcare** ("Contractor") and **Beechwood Independent Schools** ("School").

WITNESSETH:

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 which includes School's teachers, coaches and applicable students 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 in the attached Exhibit A (the "Services") during such times and at those events set forth in the attached Exhibit B. During the term of this Agreement, Contractor shall be the exclusive provider of Services to School.

2. Responsibilities of School. School shall:

A. Provide a dedicated area reasonably acceptable to Contractor (the "Athletic 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.

E. Designate Contractor as the exclusive healthcare-related sponsor. School will not make public announcements during sporting events advertising for any other healthcare-related entity without the consent of Contractor. School will not display any other healthcare-related entity's logo and/or name on scoreboards or anywhere on School property without the consent of Contractor.

3. Consideration. Contractor will purchase promotional materials and/or sponsorships in the amount of Ten Thousand dollars (\$10,000.00) per year for High School related activities and an additional Five Thousand dollars (\$5,000.00) per year for Middle School related activities. The promotional materials and/or sponsorships will be reasonably agreed upon by the School and Contractor and may include, but are not limited to booster and event program advertisements, golf outing sponsorships, special event sponsorships, space to place banner advertisements, public address announcements, and other promotional opportunities offered by the School. School agrees that Contractor will be the exclusive healthcare-related sponsor. School will not make public announcements during sporting events advertising for any other healthcare-related entity without the consent of Contractor. School will not display any other healthcare-related entity's logo and/or name on scoreboards or anywhere on School property without the consent of Contractor. Contractor and School may update the advertisements throughout the term of this Agreement.

4. Term.

A. This Agreement shall be effective for a term of five (5) years, commencing on the Effective Date. Thereafter, on each anniversary of the Effective Date, this Agreement shall automatically renew for successive terms of one (1) year. Notwithstanding the foregoing or any other term or provision herein, either party may terminate the Agreement without cause and at any time 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 will furnish appropriate staffing to provide services as outlined in "Exhibits A and B". The services of a dedicated full-time athletic trainer will be made available at all times as well as the services of additional staffing to support the needs of Middle School events and/or multiple events occurring simultaneously. 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 upon request 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 upon request evidence of the insurance coverage 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 athletic programs, maintenance of its facilities or otherwise related to this Agreement. Notwithstanding the foregoing, nothing contained in this paragraph shall be considered a waiver of any kind related to any immunity afforded School under Kentucky school law.

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
Edgewood, Kentucky 41017
Attention: Scott Helton, Director of Sports Medicine and Athletic Training Svcs.

With a copy to:

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

If to the School, to:

Beechwood Independent Schools
54 Beechwood Road
Fort Mitchell, KY 41017
ATTN: Dr. Mike Stacy, 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 and/or at the beginning of each academic school year, 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 treat the student and to release pertinent information to School relating to any services provided by Contractor to the student under this Agreement. Students without a completed and signed Authorization will not be able to receive treatment from Contractor. School will advise all student athletes that failure to complete and sign an Authorization will result in not being able to receive treatment from Contractor as provided for under this Agreement. An 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.

SAINT ELIZABETH MEDICAL CENTER, INC.

By: Gary B. Blank
Name: Gary Blank
Title: Executive Vice President and Chief Operating Officer

SCHOOL: BEECHWOOD ISD

By: Mike S. Stacy
Name: Mike S. Stacy
Title: Superintendent

EXHIBIT A

1. Contractor will provide National Athletic Trainers Association (NATA) Certified Athletic Trainer(s) and/or Licensed Athletic Trainer(s) to provide the Services to School at the times and during the events set forth on Exhibit B. The School and Contractor will mutually agree upon the Athletic Trainer as being an acceptable provider of services. The Services will be limited to those within the scope of the Athletic Trainer's certification and/or licensure and upon receipt of required authorization from students. Any/all services will be performed within the limitations of the Kentucky Board of Medical Licensure Athletic Trainer's Practice Act.
2. Contractor will assist to facilitate that a physician be present at regular and post-season Varsity football home and away games, except for games requiring excess travel and/or emergency situations. Contractor will assist to facilitate with School in situations requiring additional physician coverage or any exceptions to physician coverage at a Varsity football game.
3. 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.
4. As permitted by applicable law and Authorization, Contractor will provide School with records of treatment rendered by the Athletic Trainer under the Agreement for all athletic injuries for which Contractor renders treatment and of all rehabilitation procedures provided or recommended by Contractor. Contractor will also facilitate communication between an injured athlete, the Athletic Director and the team or family physician regarding the status of injury.
5. 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.
6. Contractor will provide baseline ImPACT™ concussion testing for all athletes at a designated time

EXHIBIT B

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

I. ATHLETIC TRAINING ROOM COVERAGE

A. Coverage

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

II. EVENT COVERAGE

Contractor will provide coverage of school athletic events to include high school practices and game events based on scheduling and prioritization of high-risk sports. St. Elizabeth's Athletic Training Team is committed to providing staff equivalent to 1.5 FTE's to support Beechwood Athletics. Equal consideration will be made to address the needs of both boys 'and girls' sports in determining physical location of coverage and types services provided. Middle school game events will be covered with additional staff as needed based on scheduling and prioritization of high-risk sports. In the event that multiple events occur simultaneously, contractor will work with school to provide services based on risk assessment and staffing.

*Contractor and School will work together regarding modifications made to the athletic schedules and/or associated coverage needs.

EXHIBIT C

AUTHORIZATION FOR TREATMENT & RELEASE OF HEALTH INFORMATION

As (please specify) parent/guardian of _____ (the "Student"), a student at _____ School (the "School") in _____, Kentucky, who desires to participate in extracurricular athletic program(s) 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 Healthcare to provide such attention and assistance during certain Program-sponsored events and I authorize Student to receive such attention and assistance. I, the undersigned, hereby authorize St. Elizabeth Healthcare to release all necessary 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, athletic director, team and/or family physician, 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 Healthcare has already acted as a result of this authorization. I further understand that any revocation must be provided in writing to St. Elizabeth Healthcare. 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.

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 program ends)

Student's Telephone Number

Name of Parent or Guardian

Date

Signature of Parent or Guardian

St. Elizabeth Partnership - Special Addendum

A. Purpose and Scope.

Beechwood and St. Elizabeth will continue their collaboration on the BioMedical minor, which aims to provide students with the knowledge and tools to develop and research regional healthcare, devices, procedures, careers, and treatment strategies. As part of the ongoing collaboration, parties will work towards similar development of other Beechwood minors; other minors may include, but are not limited to: Culinary, Computer Science, Business/Eship, and Engineering.

B. General Responsibilities of the Parties.

1. Where applicable, St. Elizabeth staff will assist in providing four-year high school curriculum outlines that shape other minors at Beechwood; other minors may include, but are not limited to: Culinary, Computer Science, Business/Eship, and Engineering.
2. Where applicable, St. Elizabeth will provide a portion of background content for Beechwood faculty to utilize in their instruction; St. Elizabeth may also provide instruction to the faculty of Beechwood to supplement the materials provided.
3. In addition to the development of the applicable minors, the parties will work together to provide offsite experiences among several healthcare partners in Northern Kentucky, which may potentially include: FIVELabs; Northern Kentucky University; Thomas More University; etc. St. Elizabeth may also provide use of the St. Elizabeth Training & Education Center ("SETEC") for offsite educational experiences. Additional off-site educational experiences may include field trips, experiential learning sessions, volunteer opportunities and/or internship programs.

C. Participation in Similar Activities. This addendum in no way restricts St. Elizabeth or Beechwood from participating in similar activities with other public or private agencies, organizations and individuals. In the spirit of collaboration, the parties will notify each other if similar activities are taking place or being discussed and will look for opportunities to jointly contribute to such activities.