

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this 14th day of September, 2016 by and between the Jefferson County Board of Education D.B.A. Jefferson County Public Schools ("JCPS") and Jewish Hospital & St. Mary's Healthcare, Inc., D.B.A. Frazier Rehab Institute, a Kentucky nonprofit corporation located in Louisville, KY (JEWISH").

WHEREAS, JEWISH has implemented a program to provide Certified Athletic Trainers ("TRAINERS") duly certified by the National Athletic Trainers Association to three JCPS high schools: Doss High School, DuPont Manual High School, and Pleasure Ridge Park High School (PRP).

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and JEWISH agree as follows:

1. **Duties of JCPS (Doss, DuPont Manual, and PRP):** JCPS agrees to purchase all athletic training supplies to be used by the TRAINERS. JCPS agrees to provide an athletic training room for the TRAINERS. JCPS agrees to allow advertisement in the stadium and gymnasium at each school as well as Public Address (PA) announcements during all home events where the PA system is utilized.

2. **Duties of JEWISH:** JEWISH shall provide to Pleasure Ridge Park High School, duPont Manual High School, and Doss High School athletic trainers duly certified by the National Athletic Trainers Association who shall assist the Schools in developing and maintaining an athletic training program designed to reduce athletic injuries and promote the safe and prompt rehabilitation of students after athletic injuries. JEWISH shall designate one Trainer at each school to serve as the primary Trainer who shall coordinate coverage and services with the school's Athletic Director. JEWISH shall provide the board with evidence that the trainers have successfully completed a criminal records check. JEWISH shall provide an alternate Trainer when the primary Trainer is unavailable. The Trainers shall be employed by or under contract with JEWISH and JEWISH shall be responsible for the payment of all compensation for the Trainers as well as for providing all employment support and benefits, including workers compensation coverage for the Trainers. JEWISH shall provide leadership and input from the Manager of Sports Medicine in order to create a Performance Team Model for case management of all athletes.

JEWISH shall provide a Trainer to attend all home football, soccer, field hockey, basketball, baseball, softball and track and field events unless otherwise agreed to by both Parties. A Trainer will be at each school for an average of fifteen (15) hours per week for visitation and/or game coverage. A weekly schedule for specific days of visitation/coverage will be determined by the Parties in accordance with the needs of the sports listed above. In addition to attending the events listed above, the Trainer, during the fifteen (15) hours of coverage, shall as needed:

Advise the school in the establishment of an athletic training room at the school;

Advise the school as to the supplies and training equipment needed for the athletic training program;

Assist the school faculty and athletic coaching staff in the development and implementation of a student athletic training program;

Assist the school faculty and athletic coaching staff in the design and implementation of a continuing education program for the school's athletic coaching staff;

Provide conditioning and flexibility training suggestions to the school coaching staff with the advice and consent of a team physician;

Evaluate the need for a medical records system for athletic injuries and assist with implementation as reasonably necessary;

Monitor athletic injuries and develop injury prevention training and programs with the advice and consent of a team physician;

Coordinate and provide injury follow-up and evaluation to be reported to the team physicians, which shall include annual pre-participation screening; and

Design and implement an emergency medical service protocol for the school including concussion protocols.

3. Term: This agreement shall be effective commencing on September 14, 2016 and ending on June 20, 2017. The Agreement may be extended by mutual written agreement of JCPS and JEWISH.

4. Termination: Either party may terminate this Agreement with ninety (90) days written notice to the other party.

5. Amendment: This agreement may be modified or amended by a written agreement between JCPS and JEWISH.

6. Independent Parties: JCPS and JEWISH are considered to be independent parties and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other.

7. Entire Agreement: This Agreement contains the entire agreement between JCPS and JEWISH and it supercedes any and all prior agreements, either written or oral.

8. Severability: If a court of competent jurisdiction holds any provisions of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provisions.

9. Insurance: JEWISH shall maintain during the term of this CONTRACT policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000. JEWISH shall furnish to JCPS certificates of insurance evidencing this coverage and naming JCPS as an additional insured. Additionally, JEWISH shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000.

10. Applicable Law: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed.

JEFFERSON COUNTY BOARD OF EDUCATION
JEFFERSON COUNTY PUBLIC SCHOOLS

Dr. Donna Hargens, Superintendent

Date: _____

JEWISH HOSPITAL & ST. MARY'S
HEALTHCARE INC. D.B.A. FRAZIER
REHAB INSTITUTE

Randy Napier, President

Date: 8-11-16

FIRST INITIATIVES INSURANCE, LTD
Governor's Square, Suite 4-213-4
23 Lime Tree Bay Ave., P.O. Box 10073
Grand Cayman, KY1-1001, Cayman Islands
(345) 943-2645, Fax (345) 943-2646
Email: firstinitiatives@catholichealth.net

THIS IS TO CERTIFY TO

DATE OF CERTIFICATE ISSUANCE:

NAME AND ADDRESS OF CERTIFICATE HOLDER:

July 1, 2016

ORIGINAL DATE OF ISSUANCE

May 31, 2013

JEFFERSON COUNTY BOARD OF EDUCATION
ATTN: DONNA HARGENS
3332 NEWBURG ROAD
LOUISVILLE, KY 40218

CERTIFICATE OF SELF-INSURANCE

That the described self-insurance coverages as provided by the indicated policy and issued by the company has been issued to:

Named

Insured: JEWISH HOSPITAL & ST. MARY'S HEALTHCARE DBA FRAZIER REHAB INSTITUTE

Address: 220 ABRHAM FLEXNER WAY
LOUISVILLE, KY 40202

The Policy identified below by a policy number is in force on the date of Certificate issuance. Self-Insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all the terms of the Policy having reference thereto. This Certificate of Self-Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded under any policy identified herein.

POLICY NUMBER	POLICY PERIOD
FIPR00716	EFF. 07/01/16 EXP. 07/01/17

TYPE OF SELF-INSURANCE DESIGNATED BELOW	COVERAGES	LIMITS OF LIABILITY
COMMERCIAL GENERAL LIABILITY	BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY LIABILITY & MISCELLANEOUS PROFESSIONAL LIABILITY	\$10,000,000 Each claim
HOSPITAL PROFESSIONAL LIABILITY	AS DESCRIBED	\$10,000,000 Each claim
		\$85,000,000 Shared Aggregate

Claims made coverage. Policy retroactive date is: July 1, 2002

SPECIAL CONDITIONS/OTHER COVERAGES

SITE CODE: 1650G

JEFFERSON COUNTY BOARD OF EDUCATION IS ADDED AS ADDITIONAL INSURED, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ATIMA, REGARDING SERVICES PROVIDED BY THE NAMED INSURED AT DOSS HIGH SCHOOL, MANUAL HIGH SCHOOL, AND PLEASURE RIDGE PARK HIGH SCHOOL.

1650G - KY

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.



Authorized Representative