

# MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this 28th day of June, 2017 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 offers clinical inpatient and outpatient orthopedic and sports medicine services to the Louisville community.

WHEREAS, JEWISH provides a valuable community benefit by assisting educational institutions in maintaining athletic training programs designed to reduce athletic injuries and promote the safe and prompt rehabilitation of students after athletic injuries.

WHEREAS, JEWISH desires to provide Certified Athletic Trainers (individually "TRAINER" or collectively "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 JCPS 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 JCPS 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 June 28, 2017 and ending on June 20, 2018. 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 Agreement 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, with minimum limits of \$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

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Dr. Donna Hargens, Superintendent

Date: \_\_\_\_\_

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

  
Cathy Spalding, Vice President - Operations

Date: 6-7-17