

FIRST AMENDMENT TO
AGREEMENT FOR THE PROVISION OF SPORTS MEDICINE SERVICES

THIS AMENDMENT to the agreement for the provision of sports medicine services ("Amendment") is entered into by and between BAPTIST HEALTH MEDICAL GROUP, INC., d/b/a Baptist Sports Medicine ("Baptist") and JEFFERSON COUNTY PUBLIC SCHOOLS ("JCPS").

WITNESSETH:

WHEREAS, Baptist and JCPS School entered into an Agreement for the provision of sports medicine services at Atherton High School, Ballard High School, and Jeffersontown High School (collectively and individually "School"), effective from July 1, 2020 through and including June 30, 2022 (the "Agreement"); and

WHEREAS, the parties desire to extend the term of the Agreement for one (1) year; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and covenants contained herein and intending to be legally bound hereby, Baptist and School agree to amend the Agreement as follows:

1. The term of the Agreement shall be extended for a period of one (1) year beginning July 1, 2022 and continuing through and including June 30, 2023.
2. This Amendment is effective as of July 1, 2022.
3. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. The parties agree that in the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. Capitalized terms used in this Amendment and defined herein shall hereafter be incorporated into the Agreement. Capitalized terms used in this Amendment but not defined herein shall have the meaning set forth in the Agreement.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

BAPTIST HEALTH MEDICAL GROUP,
INC.

JEFFERSON COUNTY PUBLIC
SCHOOLS

By: _____
Isaac J. Myers, II, M.D.
President, Baptist Health Medical
Group, Inc.
Chief Health Integration Officer,
Baptist Health

By: _____
Print Name: Martin Pollio
Title: Superintendent

JEFFERSON COUNTY PUBLIC SCHOOLS

By: [Signature]
Print Name: Stephanie Filler
Title: Principal, Atherton HS 8/18/22

JEFFERSON COUNTY PUBLIC SCHOOLS

By: [Signature]
Print Name: James Doherty
Title: Principal, Jefferson HS 8/18/22

JEFFERSON COUNTY PUBLIC SCHOOLS

By: [Signature]
Print Name: Jason News
Title: Principal

AGREEMENT FOR THE PROVISION OF SPORTS MEDICINE SERVICES

This agreement for the provision of sports medicine services ("Agreement"), entered into as of July 1, 2020 ("Effective Date"), is by and between Jefferson County Public Schools (hereinafter "JCPS") and Baptist Health Medical Group, Inc. d/b/a Baptist Sports Medicine (hereinafter "Baptist") and governs the provision of sports medicine services to School.

In consideration of the covenants contained herein, the parties agree as follows:

ARTICLE 1 – SERVICES

- 1.1 Baptist agrees to plan, organize and coordinate the sports medicine program for all sports at Atherton High School, Ballard High School, and Jeffersontown High School (collectively and individually "School").
- 1.2 School will provide appropriate space for an athletic training room and all other sports medicine services described in this Agreement.
- 1.3 Baptist will provide a National Athletic Trainer's Association ("NATA") certified athletic trainer who is also licensed in the state in which School is located ("Athletic Trainer"). This person will not be considered an employee or agent of the School. The Athletic Trainer will:
 - 1.3.1 Operate an on campus training room (final schedule to be set by coordination between School Athletic Director and Athletic Trainer).
 - 1.3.2 Provide services regarding injury prevention, treatment, and sports injury rehabilitation within the scope of such Athletic Trainer's practice.
 - 1.3.3 Serve as a liaison between the athlete, parent, coach, and team physician in matters related to the prevention, care and management of athletic injuries.
 - 1.3.4 Supervise and maintain the athletic training room.
 - 1.3.5 Coordinate the purchase of supplies and maintain inventory records of those supplies in coordination with the School Athletic Director. Funds for these supplies will come from School's athletic budget; actual purchase order requests must be completed and signed by a School employee.
 - 1.3.6 Maintain medical records on all athletes, including but not limited to, injury evaluation, daily injury treatment, physician referrals, and release forms.
 - 1.3.7 Upon request, submit injury summary reports by sport at the end of each sport's season.
 - 1.3.8 Provide appropriate procedures for the prevention, evaluation, and treatment of injuries under the direction of a team physician (or other physician, as may be chosen by student or parent).
 - 1.3.9 Coordinate and provide appropriate rehabilitation and follow-up of all injuries under the direction of a team physician (or other physician, as may be chosen by student or parent).
 - 1.3.10 Supervise and educate the student trainer(s) and other school approved volunteers involved in sports medicine activities in accordance with School Board policy and Baptist procedures.

1.3.11 Provide coverage to events as selected by the Athletic Directors of School, using level of risk and fairness rules to choose between conflicting events, as follows:

- 1.3.11.1 Fall Coverage may include: All varsity football games, home and away, special event coverage (special tournaments and school hosted events for boys and girls), District, Region and State tournaments for boys' and girls' teams, unless adequate coverage is provided by the high school athletic association of the state in which School is located, and all other sports for both boys' and girls' teams determined by joint agreement between Athletic Director and Athletic Trainer. Other coverage for varsity club sports will be provided as normal work hours allow.
- 1.3.11.2 Winter Coverage may include: All varsity home games for boys' and girls' teams; special event coverage (special tournaments and school hosted events for boys and girls), select away basketball games for boys' and girls' teams, which do not conflict with any home event; and District, Region and State Tournament games for boys' and girls' teams, unless adequate coverage is provided by the high school athletic association of the state in which School is located. Other coverage for varsity club sports will be provided as normal work hours allow.
- 1.3.11.3 Spring Coverage may include: All varsity home events for boys' and girls' teams; select away events, if no conflict with home coverage for boys' and girls' teams; and District, Region, and State tournaments for boys' and girls' teams, unless adequate coverage is provided by the high school athletic association of the state in which School is located. Other coverage for varsity club sports will be provided as normal work hours allow.

Fairness rules are defined so that each sport will receive some home game coverage with all sports receiving substantially equal coverage. Coverage will be equally distributed between girls' and boys' programs, in compliance with Title IX but also in consideration of the risk of the sports.

- 1.3.12 Coordinate and conduct education clinics with the student trainers and coaching staff on injury prevention, strength and conditioning, emergency procedures, and sports injury management.
- 1.3.13 In conjunction with the Athletic Director and coaching staff, establish emergency plans for each sport, practice, and game, which will be consistent with School's emergency plan, policy or procedure.
- 1.3.14 Agree to submit to a national and state criminal background check, which is a requirement of any person working alone with students at School.
- 1.3.15 Perform additional responsibilities as may be necessary in carrying out the above-described duties.

1.4 Baptist will develop a policy and procedures manual dealing with sports medicine and athletic training programs, or if one has been created, review and revise this policy and procedures manual.

- 1.5 Baptist will provide and maintain professional liability insurance on its employees in an amount of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate as well as workers' compensation coverage on each of its employees.
- 1.6 In the event that Athletic Trainer becomes ill and is not able to perform his/her duties, Baptist will provide a suitable qualified substitute, if available.
- 1.7 If the performance of this Agreement involves the transfer by JCPS to Baptist of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), and to the extent applicable to Baptist, Baptist agrees to:
 - 1.7.1 In all respects comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, and any other applicable state or federal law.
 - 1.7.2 Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than Baptist and its employees, contractors, volunteers, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
 - 1.7.3 Require all employees, contractors, volunteers, and agents of Baptist to comply with all applicable provisions of FERPA with respect to any such data. Baptist shall require each employee, contractor, volunteer or agent with access to data pursuant to this agreement to undergo training with regard to the privacy and security of protected health information set forth under the Health Insurance Portability and Accountability Act of 1996, as amended.
 - 1.7.4 Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. Baptist shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
 - 1.7.5 Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of Baptist necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including but not limited to, published results of studies.
 - 1.7.6 Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by Baptist for the purposes of this Agreement, except to the extent such data is part of a medical record created or otherwise altered as a result of the services provided by Baptist hereunder. Baptist will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
 - 1.7.7 JCPS retains the right to audit Baptist's compliance with the confidentiality requirements of this provision.

- 1.8 No trainer, contractor, employee, intern or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students by the Principal and approved by the Superintendent/designee, and the volunteer has undergone the required records check. Baptist shall require the following, pursuant to KRS 160.380, for all trainers, contractors, employees, interns, and volunteers providing services under this Agreement:
- 1.8.1. A state criminal records check;
 - 1.8.2. A state and national criminal (fingerprint) history background check; AND
 - 1.8.3. A letter, provided by the individual, from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record.
- 1.9 Baptist shall prohibit trainers, contractors, employees, interns and volunteers under this agreement from performing services under this agreement and from remaining upon the premises of a JCPS facility for any purpose under this Agreement if the contractor, employee, intern or volunteer has been convicted of the following:
- 1.9.1. Any conviction for sex-related offenses;
 - 1.9.2. Any conviction for offenses against minors;
 - 1.9.3. Any conviction for felony offenses except as provided in number 5 below;
 - 1.9.4. Any conviction for deadly weapon-related offenses;
 - 1.9.5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
 - 1.9.6. Any conviction for violent, abusive, threatening or harassment related offenses;
 - OR
 - 1.9.7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

Contractors, employees, interns and volunteers under this Agreement shall immediately notify the school Principal or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above, and shall immediately cease providing services under this Agreement, and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.

- 1.10 Baptist shall not discriminate on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

ARTICLE 2 – FINANCIAL PROVISIONS

- 2.1 There will be no fee for the services provided by Baptist to School under this Agreement. However, the parties agree that should Baptist and School enter into a new agreement for services after the expiration or termination of this Agreement, Baptist and School will negotiate services and an appropriate fee at that time.
- 2.2 Baptist will be recognized by the PA announcer at least twice per game at all home sporting events.
- 2.3 School will allow Baptist to run one full-page ad free of charge in each of school sports programs.
- 2.4 School will allow Baptist to hang one (1) banner at each home sporting event free of charge.
- 2.5 Baptist shall be recognized as the exclusive sports medicine providers at School.
- 2.6 School will allow Baptist to update a sports medicine page on the school's website for educational purposes.

ARTICLE 3 – INDEMNIFICATION

- 3.1 Baptist shall defend, indemnify and hold the School, its members, employees, and agents from and against any and all third party claims, demands, liabilities, damages, and expenses connected therewith, which the School, its members, employees and agents may incur for injury to persons or damages to property caused or asserted to have been caused by any negligent or intentional act or omission of Baptist or its employees or agents.
- 3.2 To the extent permitted by law, the School, its members, employees and agents shall defend, indemnify, and hold Baptist harmless from and against any and all third party claims, demands, liabilities, damages, and expenses connected therewith, which Baptist may incur for injury to persons or damages to property caused or asserted to have been caused by any negligent or intentional act or omission of the School, its members, employees or agents.

ARTICLE 4 – TERM

- 4.1 The term of this Agreement shall begin on the Effective Date and be for two (2) years.
- 4.2 Either party may cancel this Agreement at any time upon ninety (90) days written notice to the other party.

ARTICLE 5 – GENERAL TERMS

- 5.1 This Agreement is governed by the laws of the state in which the School is located and proper jurisdiction for any dispute pertaining to the services of this Agreement is in the county courts of the county in which the School is located.
- 5.2 This Agreement contains the entire agreement between the parties for athletic training services.
- 5.3 This Agreement may not be assigned by either party without written consent of the other; however, Baptist may assign this Agreement with seven (7) days written notice to School to any of Baptist's owned or affiliated entities.

- 5.4 The parties acknowledge that Baptist has entered into this Agreement after arms' length negotiation in furtherance of legal and charitable purposes. If at any time it is determined by Baptist Legal Counsel that any provision of this Agreement could be deemed by the Internal Revenue Service to be inconsistent with such charitable purposes, or if any provision could be deemed illegal, Baptist may modify such provision, including payment provisions, in a manner designed to eliminate such inconsistency or illegality. Such modification shall be made after notice thereof has been provided to School and School has been given an opportunity to discuss the modification with Baptist.

(SIGNATURE PAGE TO FOLLOW)

BY THEIR SIGNATURES BELOW, THE PARTIES OR THEIR REPRESENTATIVES
INDICATE AGREEMENT TO THE TERMS CONTAINED HEREIN:

**BAPTIST HEALTH
MEDICAL GROUP, INC**

JEFFERSON COUNTY PUBLIC SCHOOLS

By: 

By: _____

Print Name: Isaac J. Myers, II, MD
Chief Health Integration Officer, Baptist Health
Title: President, Baptist Health Medical Group

Print Name: _____

Title: _____

Date: 6/12/20

Date: _____

JEFFERSON COUNTY PUBLIC SCHOOLS

By: 

Print Name: Jackson Neuss

Title: Principal Ballard High School

Date: June 10th 2020

JEFFERSON COUNTY PUBLIC SCHOOLS

By: 

Print Name: Thomas A. Aberli

Title: Principal, Atherton High School

Date: 06/10/2020


JEFFERSON COUNTY PUBLIC SCHOOLS

By: 

Print Name: Jarrod Durham

Title: Principal Jeffersontown High

Date: 6/10/2020


Principal, Atherton HS
8/18/22