

## FIRST AMENDMENT TO ATHLETIC TRAINING SERVICES AGREEMENT

This **FIRST AMENDMENT TO ATHLETIC TRAINING SERVICES AGREEMENT** (this “**First Amendment**”) is made and entered into as of \_\_\_\_\_, 2023 by and between **MARION COUNTY HIGH SCHOOL** (“School”) and **KENTUCKY ORTHOPEDIC REHABILITATION, LLC**, for itself and on behalf of its subsidiaries and affiliates (“Contractor”).

### BACKGROUND

A. School and Contractor are parties to an Athletic Training Services Agreement dated as of July 2016 (the “**Services Agreement**”), pursuant to which School has engaged Contractor to provide athletic training services for the School in connection with its athletic programs.

B. Contractor has agreed to perform such services for the School.

C. The Parties desire to further amend, confirm and clarify certain terms and conditions contained in the Services Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound by this First Amendment, the Parties hereby agree as follows:

#### 1. **First Amendment to Services Agreement; Defined Terms.**

(a) This First Amendment amends the Services Agreement, and the provisions hereof supersede all inconsistent provisions contained in the Services Agreement. However, all of the terms and conditions of the Services Agreement not amended or altered hereby shall remain in full force and effect.

(b) All capitalized terms used in this First Amendment shall have the meaning given to them in the Services Agreement, unless expressly defined otherwise.

(c) This First Amendment shall be effective as of November 1, 2022 (the “Effective Date”).

#### 2. **Section I of Exhibit B of the Services Agreement is deleted and restated in its entirety as follows:**

“I. TOTAL COVERAGE

From November 1, 2022 through June 30, 2023, one (1) Certified Athletic Trainer will be available on an hourly basis subject to Contractor’s availability, for up to forty (40) hours per week, six (6) days per week. Only home events will be covered. Contractor cannot guarantee coverage. Effective School Year 2023-2024, one (1) Certified Athletic Trainer will be available for a maximum of forty (40) hours per week, six (6) days per week, at the discretion of the Athletic Director, from mid-July through mid—May each year this Agreement is in effect. During this time, practice and home event coverage will be provided. One (1) Certified Athletic Trainer will be available for a maximum of ten (10) hours per week for summer camp coverage each year this Agreement is in effect.”

3. **Exhibit C of the Services Agreement is hereby deleted and replaced in its entirety as follows:**

**EXHIBIT C**

**COMPENSATION**

The School shall remit the following payments to Contractor for Services provided to School within thirty (30) days of invoice by Contractor:

<u>School Year 2022-2023</u>	
July 2022-October 2022	\$6,920
November 2022 – June 2023	\$35.00 per hour, per Certified Athletic Trainer
<u>School Year 2023-2024</u>	\$21,383.97

Thereafter, the compensation owed by School to Contractor will increase by three percent (3%) each year this Agreement is in effect.”

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGE IMMEDIATELY FOLLOWING]**

**IN WITNESS WHEREOF**, the Parties have executed and delivered this First Amendment as of the date first written above.

**MARION COUNTY HIGH SCHOOL**

By: \_\_\_\_\_  
Name:  
Title:

**KENTUCKY ORTHOPEDIC  
REHABILITATION, LLC**

**By: Select Medical of Kentucky, Inc.**, a Delaware corporation and its managing member

By: \_\_\_\_\_  
Jason Chambers,  
President