

## **SECOND AMENDMENT TO ATHLETIC TRAINING SERVICES AGREEMENT**

This **SECOND AMENDMENT TO ATHLETIC TRAINING SERVICES AGREEMENT** (this “**Second Amendment**”) is made and entered into as of \_\_\_\_\_, 2023 by and between **COVINGTON INDEPENDENT SCHOOL DISTRICT** (“School”) and **KENTUCKY REHABILITATION SERVICES, INC. d/b/a NOVACARE REHABILITATION**, 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 June 22, 2016 and amended on June 15, 2022 (collectively, the “**Services Agreement**”), pursuant to which School has engaged Contractor to provide certain 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 Second Amendment, the Parties hereby agree as follows:

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

(a) This Second 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 Second Amendment shall have the meaning given to them in the Services Agreement, unless expressly defined otherwise.

(c) This Second Amendment shall be effective as of July 1, 2023 (the “Effective Date”).

#### **2. Section 3 of the Services Agreement is hereby deleted and replaced in its entirety as follows:**

“a) In consideration for Contractor’s performance of the Services set forth on Exhibit B, the School shall pay to Contractor those sums set forth on Exhibit D and provide Contractor those promotional opportunities set forth on Exhibit C

attached hereto and incorporated herein by reference. The School shall pay Contractor within thirty (30) days of receipt of said invoices.

b) Coverage to the School for Services provided beyond those contractual obligations as specified in Exhibit B are subject to Contractor approval and will be billed to the School at a rate of \$50.00 per hour. This shall include any hours worked by a Certified Athletic Trainer over forty (40) hours per week.

c) In the event that the School does not pay Contractor within the required thirty (30) day payment period, the School shall pay Contractor a service charge of one half percent (0.5%) per month, for each month or part thereof where Contractor does not receive payment by the due date. The School shall also pay Contractor the cost of collection, including reasonable attorneys' fees should Contractor have to pursue the School for unpaid services pursuant to this Section. In the event of termination prior to the end of the term of the Agreement, Contractor's compensation earned, prior to termination but not yet paid, shall be calculated based on a pro-rated hourly basis. Contractor shall immediately reimburse the School for any amount paid in advance but not yet earned. In the event of termination of this Agreement due to monetary default by the School in accordance with Section 4(c) below, the School shall remain obligated to pay the fees for all Services up to the date of such termination to the extent such fees are not yet paid to Contractor."

3. **Exhibit D is hereby added to the Services Agreement 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:

School Year 2023-2024:	\$30,000 (invoiced quarterly)
School Year 2024-2025:	\$31,827 (invoiced quarterly)
School Year 2024-2025:	\$32,781 (invoiced quarterly)
School Year 2025-2026:	\$33,764 (invoiced quarterly)

Thereafter, these rates will increase by Three Percent (3%) each year on the anniversary date of this Agreement."

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

**COVINGTON INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_

Name:

Title:

**KENTUCKY REHABILITATION SERVICES,  
INC. d/b/a NOVACARE OUTPATIENT  
SERVICES**

By: \_\_\_\_\_

John Gilmour

National Director of Sports Medicine