



**JEFFERSON COUNTY PUBLIC SCHOOLS  
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and UofL Health – Louisville, Inc. dba Frazier Rehabilitation Institute (hereinafter "Contractor"), with its principal place of business at 200 Abraham Flexner Way, Louisville, KY 40202 .

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I  
Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II  
Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

The Athletic Trainer Services SOW ("SOW") is attached hereto and incorporated herein by reference. It is the intent of the parties for the Contract and the SOW to be read together. In the event of a conflict between terms, the provision(s) of this Contract shall govern.

### ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	<u>\$0.00</u>
Progress Payments (if not applicable, insert N/A):	<u>N/A</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>N/A</u>

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 1, 2023 and shall complete the Services no later than June 30, 2024, unless this Contract is modified as provided in Article VIII.

### ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this

Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor 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; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

## ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because 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. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

## ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

## ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

## ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the



specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

#### ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

#### ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

#### ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

#### ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at

Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV  
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of July 1, 2023.

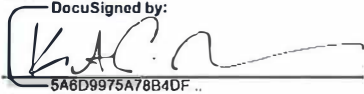
Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF  
EDUCATION

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

Title: Martin A. Pollio, Ed.D.  
Superintendent

UOFL HEALTH - LOUISVILLE, INC.  
D/B/A FRAZIER REHAB INSTITUTE  
CONTRACTOR

By:  DocuSigned by:  
5A8D9975A78B40F ..

Title: Kenneth P. Marshall  
Chief Operating Officer

5/17/2023

Cabinet Member: Robert Moore

(Initials)

Jefferson County Public Schools  
**NONCOMPETITIVE NEGOTIATION  
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: \_\_\_\_\_

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: \_\_\_\_\_

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: **CERTIFIED ATHLETIC TRAINING SERVICES**

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): \_\_\_\_\_

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): \_\_\_\_\_

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): \_\_\_\_\_

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: \_\_\_\_\_

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: \_\_\_\_\_

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: \_\_\_\_\_

**I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.**

Dr. April Brooks

Print name of person making Determination

Athletics

School or Department

\_\_\_\_\_  
Signature of person making Determination

\_\_\_\_\_  
Date

U of L Health dba Frazier Rehabilitation Institute  
Name of Contractor (Contractor Signature Not Required)

\_\_\_\_\_  
Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011

## **ATHLETIC TRAINER SERVICES SOW & ADDITIONAL TERMS**

### **1. SERVICES.**

- 1.1. **“Services” defined.** “Services” means:
  - (a) The professional medical services of, visitation at the Schools by, and coverage of Events by, Contractor’s certified athletic trainers (“**Trainers**”), as assigned by Contractor.
- 1.2. **Location of Services.** The Services hereunder shall be provided to each of five JCPS Schools: (i) DuPont Manual High School; (ii) Doss High School; (iii) Marion C. Moore High School, (iv) Seneca High School; and (v) Fairdale High School (individually, a “**School**” and collectively, the “**Schools**”).
- 1.3. **Trainer Qualifications and Scope of Services.**
  - (a) **Trainers.** Contractor shall designate one Trainer to serve as the primary Trainer at each School, who shall coordinate coverage and Services with the Board's Athletic Director. Contractor shall further designate a PRN Athletic Trainer to serve in the primary Trainer’s role when the primary Trainer is unavailable.
    - (i) **Certification.** Trainers shall be duly certified by the Board of Certification (BOC) and Licensed by the Kentucky Board of Medical Licensure. At all times, the trainer must remain in good standing with credentialing and licensing bodies.
  - (b) **Hours of Work.** A Trainer will provide Services for no less than 20 hours and no more than 40 hours per week.
  - (c) **Services to be Rendered.** Services rendered by a Trainer under this Agreement shall consist of and be limited to:
    - (i) Coverage at all home Events for the football, volleyball, cross country, soccer, field hockey, basketball, baseball, softball, lacrosse and track and field programs at the Schools. Contact Sports will take priority for overlapping events.
    - (ii) Advising Board in the establishment of an athletic training room at the Schools;
    - (iii) Assisting Board faculty and athletic coaching staff in the development and implementation of a student athletic training program;
    - (iv) Advising Board as to the supplies and training equipment needed for the athletic training program;
    - (v) Assisting Board faculty and athletic coaching staff in the design and implementation of a continuing education program for the Schools’ athletic coaching staff;
    - (vi) Providing conditioning and flexibility training suggestions to the School coaching staff;
    - (vii) Evaluating the need for a medical records system for athletic injuries and assisting with implementation as reasonably necessary;
    - (viii) Monitoring of athletic injuries and developing injury prevention training and programs with the School coaching staff;
    - (ix) Coordinating and providing injury follow-up and evaluation to be reported to team physicians, which shall include annual pre-participation screening; and
    - (x) Designing and implementation of an emergency medical service protocol for the Schools, including concussion protocols.

**Follow-up treatment will not be provided. Each individual is responsible for their own follow-up treatment, tests, and/or examinations.**

### **2. CONTRACTOR’S OBLIGATIONS.**

- 2.1. For the provision of the Services contemplated herein, Contractor will provide the following:
  - (a) Primary Trainers, in accordance with Section 1.3



- (b) Alternate Trainers, in accordance with Section 1.3
- (c) Documentation of Trainers' successful completion of criminal background check
- (d) Trainer compensation and all employee benefits
- (e) Banners, signs, other advertising materials for advertisement in Board's stadiums, gymnasiums, soccer fields, baseball fields, tennis courts, and other sites where Events are to occur.

**3. BOARD'S OBLIGATIONS**

3.1. In order for Contractor to render Services, Board will provide the following:

- (a) All athletic training supplies to be used by Trainers
- (b) An athletic training room within each of Board's Schools
- (c) Allow Contractor to advertise in Board's stadiums, gymnasiums, soccer fields, baseball/softball fields, tennis courts, and other sites where home Events are to occur
- (d) During Events referenced in Section 1.3(c)(i), a designated first-aid area in a central location with easy access to the game to observe participants for injuries.
- (e) Table, chairs, and trash can at designated first-aid area
- (f) Access to private room or area for examination as needed
- (g) Ice available in sufficient quantity for injuries
- (h) Close access to communication system for contacting EMS and participants' family members if necessary
- (i) Hydration stations for participants (water/cups/etc.)
- (j) Regular P.A., marquee, scoreboard, etc. announcements to identify first-aid locations and to state that athletic training Services are provided by Contractor.

4. **TRAINER COMPENSATION.** The Trainers, in their provision of the Services contemplated in this Agreement, shall be compensated in their capacity as employee(s) of Contractor. No compensation from Board to Contractor will be provided.

5. **LIABILITY INSURANCE.** The Parties shall, at their own expense, maintain and carry liability insurance in a sum no less than \$1,000,000 for a single claim or \$3,000,000 for aggregate claims. Frazier agrees to provide JCPS with a certificate of insurance, with JCPS listed as an additional insured. Frazier is responsible for carrying worker's compensation insurance for its Trainers, within the limits prescribed by law.

6. **INDEMNIFICATION AND HOLD HARMLESS.** To the extent permitted by law, both Parties agree to indemnify and hold the other Party, including its trustees, officers, directors, employees, affiliates and agents, harmless from any claim, demand, suit, loss or liability which the indemnified Party may sustain as a result of the indemnifying Party's breach of its duties or the indemnifying Party's errors or omissions within the terms of this Agreement; provided, however, that neither Party will hold the other harmless from any claims, demands or causes of action arising or resulting directly or indirectly from negligence (whether sole, joint, concurring, or otherwise) of the other Party, its trustees, officers, directors, employees, affiliates or agents, or any other person or entity not subject to the indemnifying Party's supervision or control. These indemnifications will include reasonable expenses, including attorney's fees, incurred by defending such claims and damages incurred by reason of the indemnifying Party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying Party. As a condition precedent to asserting a right of indemnity, the Party seeking indemnification will have given the indemnifying Party timely, written notice of the assumption of the claim as to which the right of indemnification is claimed to exist.

7. **NO DUTY TO REFER.** The Parties acknowledge and agree that it is not a direct or indirect purpose of this Agreement that either Party is inducing, or attempting to induce, the other to refer any individual to the other or to any other person or facility for the furnishing or arranging for the furnishing of any

item or service for which payment may be made in whole or in part under Medicare, Medicaid, or any other governmental or private payment program, and that there is no obligation on the part of Board or its agents to refer patients to, or order items or services from, Contractor or its affiliates.

**8. CONFIDENTIALTY AND PRIVACY.**

8.1. Both Parties recognize the importance of the Health Insurance Portability and Accountability Act ("HIPAA") and the regulations promulgated thereunder in maintaining security, privacy and confidentiality of patient information. Therefore, to the extent that each Party's business functions are governed by the HIPAA transaction, security and/or privacy regulations, each Party will have all appropriate organizational and technical policies, procedures and safeguards in place in order to comply with the applicable provisions of the HIPAA regulations. Furthermore, both Parties agree to execute any and all documents, as necessary, in order for either Party to comply with the requirements of HIPAA and the regulations promulgated there under.

9. **NOTICES.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon delivery if delivered to the addressee in person, effective three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, or effective the next business day if delivered by overnight courier with charges prepaid, as follows:

**If to Contractor:**

UofL Health-Louisville, Inc. dba  
UofL Health-Frazier Rehabilitation Institute  
200 Abraham Flexner Way  
Louisville, KY 40202  
Attn: Brett Hayes

**If to Board:**

JCPS Activities/Athletic Department  
JC Cantrell Gymnasium  
10200 Dixie Highway  
Louisville, KY 40272  
Attn: Dr. April Brooks

or to such other address as either Party shall have designated for notices to be given in accordance with this Section.

**10. TAX EXEMPT STATUS OF CONTRACTOR.** If at any time it is reasonably determined by Contractor's legal counsel that any provision of this Agreement could be deemed by the Internal Revenue Service to be inconsistent with the requirements of Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), or give rise to "intermediate sanctions" under Section 4958 of the Code, Contractor may modify such provision in a manner designed to eliminate such risk. Such modification shall be made after notice thereof has been provided by Contractor to Board and Board has been given an opportunity to discuss the modification with Contractor. If the Parties cannot agree on such modification, Contractor shall have the option to terminate this Agreement upon written notice to Board.