

## THIRD AMENDMENT TO ATHLETIC TRAINING SERVICES AGREEMENT

This **THIRD AMENDMENT TO ATHLETIC TRAINING SERVICES AGREEMENT** (this “**Third Amendment**”) is made and entered into as of \_\_\_\_\_, 2024 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 and May 31, 2023 (collectively, 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 Third Amendment, the Parties hereby agree as follows:

1. **Third Amendment to Services Agreement; Defined Terms.**

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

(c) This Third Amendment shall be effective as of July 1, 2024 (the “Effective Date”).

2. **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:

School Year 2024-2025: \$75,000 (invoiced \$18,750 quarterly)

These rates will increase by Five Percent (5%) each year on the anniversary date of this Agreement.

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

**COVINGTON INDEPENDENT SCHOOL DISTRICT**

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

Name:

Title:

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

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

John Gilmour

National Director of Sports Medicine