

**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 SN Kentuckiana Rehabilitation, LLC (hereinafter "Contractor"), with its principal place of business at 1700 Envoy Circle, LOUISVILLE, KY 40299..

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 Contractor shall provide one (1) athletic trainer duly certified by the National Athletic Trainers Association (the "Trainer") to each of the following high schools: Academy @ Shawnee High, James Graham Brown School, Butler High, Central High, Doss High, Eastern High, Grace James Academy, Fern Creek High, Iroquois High, Male High, Moore High, Pleasure Ridge Park High, Seneca High, Southern High, Valley High, Waggener High, W.E.B. Dubois, and Western High School (each individually and respectively, the "School" or collectively, the "Schools"). The contractor shall provide the Board with evidence that the Trainers have successfully completed a criminal records check. Exhibits A, B, C, D are attached and incorporated herein by reference.

Contractor will supply eighteen (18) Certified Athletic Trainers to the listed schools for a maximum of forty (40) hours per week as dictated by need and in consultation with the Athletic Director of each school. Services provided by the Certified Athletic Trainers will be limited to: the evaluation and treatment of minor injuries; the application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services in the case of major injuries; preventative taping and strapping of athletes, as needed; providing nutritional information to student athletes; providing basic educational information to student trainers and managers in the course of performing the Services; and, providing recommendations for exercise or other physical measures for minor injuries under the directions, supervision and review of a physician, all for the purpose of reducing head trauma and concussions in student athletes at the participating high schools.

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: | \$980,000 |
| Progress Payments (if not applicable, insert N/A): | \$490,000 due December 1, 2026, and \$490,000 due March 25, 2027 |
| Costs/Expenses (if not applicable insert N/A): | NA |
| Fund Source: | Norton Healthcare Grant per Gift Agreement between Norton Hospitals, Inc. and Board (\$420,000) and 9451925-0349-900XZ (\$560,000) |

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on July 1, 2026 and shall complete the Services no later than ~~June 30, 2026~~, unless this Contract is modified as provided in Article VIII.
June 30, 2027



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 Chief Finance Officer, 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.

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 hereby appoints Dr. April Brooks, Executive Director of Athletics as 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. As necessary, the Contract Administrator may appoint a successor to serve as Contract Administrator through written notice to the Contractor and the Chief Finance Officer. If at any time the Contract Administrator is no longer in the employment of the Board, the Board's Chief Financial Officer shall appoint a new Contract Administrator and provide notice of that appointment to Contractor.

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.
- I. During the initial term and any renewal terms of this Contract, and a period of eighteen (18) months after the expiration or termination of this Contract, the Board agrees that it will not solicit, any Trainer employed or retained by Contractor who provides services to the Board under this Contract. Nothing in this Contract shall prohibit JCPS from employing an applicant for a position at JCPS, regardless of their current or previous employment with Contractor. However, in the event the Board contracts with a third party to provide Services after the expiration or earlier termination of the Agreement, the Board agrees that it shall not permit the third party to use a Trainer previously employed or retained by Contractor to provide Services to the Board during the 18-month restrictive period.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of June 30, 2026.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

SN Kentuckiana Rehab LLC
By: Select Unit Management, Inc., its
manager.
CONTRACTOR

By: _____

By:  _____ 6/10/2026

Title: Dr. H. Brian Yearwood
Superintendent

Title: Perry Siegel
National Director Sports Medicine

| |
|---|
| Cabinet Member: <u>Robert Moore</u> _____ (Initials) |
|---|

Jefferson County Public Schools

NON-COMPETITIVE DETERMINATION EXPLANATION

Describe how you determined that competitive vendor selection is not feasible?

Documentation requirement for all noncompetitive D&F transactions, including contracts and purchases of products at any dollar amount: Requisitioner must document how they determined that the vendor qualified for noncompetitive purchasing. This explanation may include documenting the efforts to find other vendors who provide a similar service/product and/or a list of services/products reviewed and the specific attribute that made the selected service/product distinctly different. This documentation must be attached to contracts during the routing process and attached to the requisition for purchases of all services/products using noncompetitive purchasing.

Requirement for all purchases of \$50,000 or more: Requisitioner must include evidence of cost-centre approval. This may be accomplished by attaching the Requisition to Purchase form to the Munis requisition or by attaching an approval email from the cost center head. Document negotiation efforts to receive the best price for the service/products being procured.

What specific criteria/criterion is/are necessary for this product or service?

Athletic Trainers serve as first responders to our student athletes therefore playing a critical role in their safety and well being.

What steps did you take (i.e. research) to determine this was the only vendor available?

There are limited certified athletic training services available. JCPS currently has 3 vendors to cover all schools and they are providing all the available trainers they have.

EXHIBIT A

1. Contractor will supply eighteen (18) Certified Athletic Trainers employed or retained by SN Kentuckiana Rehab, LLC or an affiliate or subsidiary thereof to provide the Services to each participating high school at the times and during the events set forth on Exhibit B. The Services will be limited to:
 - a. the evaluation and treatment of minor injuries;
 - b. the application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services in the case of major injuries;
 - c. preventative taping and strapping of athletes, as needed;
 - d. providing nutritional information to student athletes;
 - e. providing basic educational information to student trainers and managers in the course of performing the Services; and,
 - f. providing recommendations for exercise or other physical measures for minor injuries under the directions, supervision and review of a physician, all for the purpose of reducing head trauma and concussions in student athletes at the participating high schools.
2. All Services will be provided on the premises of each participating high school with the exception of sports events at other schools where the participating high school's athletes are the "visiting" team if Exhibit B requires such coverage, or if services require equipment or therapeutic modalities unavailable at the participating high school.
3. Contractor will provide the JCPS Director of Athletics and the athletic director of the participating high school with accurate records of treatment rendered for all athletic injuries for which Contractor renders treatment and of all rehabilitation procedures provided by Contractor.
4. In cooperation with the Athletic Director, Contractor will develop a list of locations of emergency phones and emergency phone numbers and emergency procedures to be distributed to student athletes and coaches.
5. Contractor will request from each participating high school, the equipment and supplies required to render the Services in sufficient time to permit the participating high school to obtain such equipment and supplies when required by Contractor. School provide Contractor with adequate budget for supplies.
6. Contractor will facilitate communication among an injured athlete, the Athletic Director, parent/guardian and the team or family physician.
7. Contractor will provide consultation on equipment and program design when reasonably requested by a participating high school.
8. Contractor's Certified Athletic Trainer(s) will be responsible for the Athletic Training Room at each participating high school while in attendance there, including opening and closing. Contractor will also advise each participating high school on inventory status, requisitioning of supplies, and/or facility management
9. Contractor will inspect and take an inventory of all team medical kits at each participating high school prior to the beginning of each season.

10. Contractor's Certified Athletic Trainer(s) is immediately responsible to the Athletic Director or his/her designee.
11. Contractor's Certified Athletic Trainer(s) will serve as speaker for educational programs in each participating high school, provided that sufficient advance notice is provided to Contractor.
12. Contractor reserves the right to substitute an equally qualified Certified Athletic Trainer(s) if the need should arise. The Athletic Director will be notified in advance if any substitutions are to be made.
13. If for any reason a Certified Athletic Trainer(s) needs to be absent, Contractor will do whatever possible to provide a suitable replacement for that coverage time.
14. All changes in practice times and games must be made available to the Certified Athletic Trainer(s) within twenty-four (24) hours for those events to be covered properly.

EXHIBIT B

1. TOTAL COVERAGE

- a. Eighteen (18) Certified Athletic Trainers will be available for a maximum of forty (40) hours per week per Certified Athletic Trainer as dictated by need and in consultation with the Athletic Director. During this time, practice and event coverage will be provided.

2. ATHLETIC TRAINING ROOM COVERAGE

a. Coverage Requirements

- i. Contractor shall provide coverage for the Athletic Training Room at each participating high school for a maximum of forty (40) hours per week, which includes operating an on-campus training room in the afternoon and coverage of home games.
- ii. Contractor shall not be required to provide Athletic Training Room coverage when Contractor is required to attend an event under Section III of this Exhibit B.

3. EVENT COVERAGE (to include pre-season and post-season)

a. Fall Sports Coverage

- i. All home varsity events and away varsity football games.

b. Winter Sports Coverage

- i. All home varsity events and sports played during this season.

c. Spring Sports Coverage

- i. All home varsity events and sports played during this season.

EXHIBIT C

COMPENSATION

JCPS shall remit the following payments to Contractor for Services provided to all participating high schools within thirty (30) days of invoice by Contractor:

School Year 2026-2027:

| | |
|-----------------------------|------------------|
| December 1, 2026 | \$490,000 |
| <u>March 25, 2027</u> | <u>\$490,000</u> |
| School Year 2026-2027 Total | \$980,000 |

Coverage for Services provided beyond those contractual obligations as specified in Exhibit B, including middle school and elementary school event coverage, are subject to Contractor approval and will be billed to District at a rate of \$50.00 per hour.

EXHIBIT D

PROMOTIONAL ITEMS

Each participating high school and the Board shall provide Contractor with the below promotional items:

1. In Coordination with JCPS Chief of Communications or her designee, initiate a press conference with members from each participating high school, Contractor, or other donator party available to talk about the value of the relationship between the parties and how this speaks to the value each party has in athletic safety.
2. One Contractor sign/banner at each sports venue at each of the participating high school's team's venue (football, baseball, basketball, soccer, softball, field hockey, etc.). Banners and artwork will be provided by Contractor and logo provided from each participating high school in .eps or vector art format.
3. During the term of this Agreement, Contractor shall be the exclusive provider of athletic training and rehabilitation services to the included Schools. Schools shall not provide sponsorship rights to any other providers in the fields of athletic training or physical therapy.
4. Minimum of two (2) PA announcements at each home sporting event of each participating high school when there are announcers present.
5. Presence of Contractor's logo on each participating high school's sporting web site with a link to Contractors splash page.
6. Allow Contractor the use of each participating high school's logo on their website with a link to the school's athletic or home page.
7. Opportunity for "KORT Nights" at which a home basketball or football game is held at a participating high school allowing Contractor to have a promotional table and "give-aways". This will be coordinated between the Athletic Director and Certified Athletic Trainer as to the best game at which to do this event.
8. Contractor logo on all participating high school Master Schedules printed for basketball, football and other sports throughout the year
9. Opportunity to speak at yearly participating high schools' coaches meeting on topic to be decided by the area Athletic Director.

GIFT AGREEMENT

This Gift Agreement (the "Agreement") is effective June 29, 2026 ("Effective Date") between NORTON HOSPITALS, INC., a Kentucky nonprofit corporation ("Norton") and the JEFFERSON COUNTY BOARD OF EDUCATION doing business as JEFFERSON COUNTY PUBLIC SCHOOLS, a public institution, and an agency of the State of Kentucky ("JCPS").

Norton and JCPS wish to begin a relationship to further the health and safety of JCPS student athletics.

A vital component of this affiliation will be a community benefit project intended to protect, diagnose, and treat JCPS student athletes from concussions and other sports-related injuries.

In an effort to commence the affiliation and develop the prevention and treatment programs (the "Programs") at JCPS, Norton desires to furnish support to JCPS in the area of sports injury prevention.

In consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Norton's Commitment. Subject to the conditions set out herein, Norton agrees to make the following contributions to promote and enhance the Programs in the field of pediatric medicine:
2. Funding to enable JCPS to contract for the services of 18 full-time athletic trainers who will be assigned to designated high schools listed in Exhibit A, referred to as the "participating schools." The trainers will serve all student athletes at the participating schools. Norton and SN Kentuckiana Rehab will fund this initiative. Norton is being asked to contribute \$420,000.00.
3. Upon receiving written assurances, as determined acceptable by Norton, of JCPS's intentions to fulfill its commitments detailed above, Norton will provide funding to JCPS in the amount set forth above, payable in one lump sum on or before November 1, 2026, to be used exclusively to support the Program at the participating schools. The funding provided by Norton pursuant to this Agreement shall be referred to as the "Support."
4. JCPS's Commitment. JCPS shall enter into a contract with SN Kentuckiana Rehab for the services of eighteen (18) athletic trainers and supporting

services in its student athletic program to reduce head trauma and concussions in its student athletes and the Support described in Section One will be dedicated exclusively to the funding to hire 18 full-time athletic trainers, provide concussion testing and other support services for the Programs. JCPS shall place one Norton Sports Health banner (to be provided by Norton Sports Health) at each outdoor and indoor sports venue at each of the participating schools (i.e. football field, baseball field, soccer field, softball field, hockey field, basketball gym, and tennis court). JCPS shall provide space within any athletic game program for a sports event at each participating school for a Norton Sports Health advertisement, make a minimum of two public address announcements per athletic game at each participating school (wording to be mutually agreed by JCPS and Norton Sports Health) and any other marketing or advertising opportunity mutually agreed upon between the parties.

5. Norton Oversight. At Norton's request, JCPS shall provide progress reports to Norton, in reasonable detail, regarding the use and the accomplishments achieved by such Support.

6. Payment. The Support described in Section One shall be paid by Norton to JCPS at the following address:

School: Jefferson County Public
Schools Attn: Dr. April Brooks
3332 Newburg Road
Louisville, KY 40218-2414

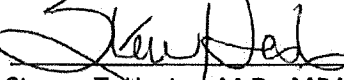
7. Term. The term of this Agreement is from the Effective Date through June 28, 2027.

It is the parties' hope and expectation that this Support shall advance pediatric services and reduce the dangers arising from head trauma and concussions with the ultimate benefit to rebound to the public.

This Agreement has been executed by the parties as of the Effective Date.

NORTON HOSPITALS, INC.

JEFFERSON COUNTY BOARD OF EDUCATION

By: 
Steven T. Hester, M.D., MBA
Senior Vice President,
Chief Clinical & Strategy Officer

By: _____
Title: Dr. Brian Yearwood, Superintendent

Date: 6/1/26

Date: _____

EXHIBIT A

JCPS HIGH SCHOOLS RECEIVING PROGRAM FUNDS

Brown
Butler
Central
Doss
Eastern
Fern Creek
Grace James Academy
Iroquois
Male
Moore
Pleasure Ridge Park
Seneca
Shawnee
Southern
Valley
Waggener
W.E.B. Dubois MS & HS
Western
Moore
Seneca
Doss