SPORTS MEDICINE SERVICES AGREEMENT

This SPORTS MEDICINE SERVICES AGREEMENT is effective as of July 1, 2024 ("Effective Date") by and between **The Ohio State University, on behalf of its Wexner Medical Center, Sports Medicine Division** ("OSU") and **Big Walnut Local School District** ("School"). OSU and School are collectively referred to as the "Parties" or, separately, a "Party."

RECITALS

WHEREAS, OSU is an instrumentality of the State of Ohio and operates one of the largest and most diverse academic medical centers in the country and the only academic medical center in central Ohio; and

WHEREAS, OSU's mission is to improve people's lives by providing and increasing access to quality health care; and

WHEREAS, School is a public K-12 school district in Central Ohio; and

WHEREAS, the Parties have determined they can enhance the availability of quality sports medicine care for School's middle and high school student athletes through OSU's employed sports medicine professionals and OSU is willing to provide such services to further its mission.

AGREEMENT

NOW, THEREFORE, based on the foregoing and other covenants, conditions and promises hereinafter set forth, the Parties agree to the following;

I. SERVICES

OSU agrees to provide the following services ("Services") through its sports medicine professionals (collectively, "SMPs"):

- A. OSU shall assign three (3) Ohio licensed, athletic trainers ("AT(s)") to provide the following Services. The ATs shall be available up to forty (40) hours per week.
 - 1. Coordinate their schedule with, and report to, School's designated athletic director(s). If School is unsatisfied with an AT's performance, the Parties shall work together to address issues and find a replacement, as appropriate and feasible.
 - 2. Attend games, contests, and be available at practices during the school year and schedule coverage for workouts conducted through the summer months.
 - 3. Provide initial injury evaluation and treatment.
 - 4. Provide direct rehabilitation services for athletic injuries, including:
 - Make return to play decisions in conjunction with the team physician and/or the student's physician and provide appropriate judgment over studentathletes' health and welfare.

- ii. Maintain daily records in regard to the student-athlete's injury, treatment, and progression;
- iii. Communicate with coaches regarding injuries and treatment throughout each season; and
- iv. Other duties as mutually agreed to, in writing, between the Parties.
- 5. Provide physician referrals when necessary. Except in cases constituting an emergency, all referrals for subsequent medical treatment by a physician shall be communicated directly to a student-athlete's parent or legal guardian. OSU shall provide timely access to physician appointments within twenty-four (24) hours of referral if requested by student-athlete and/or his parent or legal guardian (as applicable). Expenses for these physician services are at the student-athlete's expense. Notwithstanding this referral, the student and/or his parent or legal guardian retains the exclusive right to select a provider of their chose for any and all healthcare services.
- B. OSU shall assign a team physician to School to support coverage and will solicit the multi-disciplinary expertise of its entire physician team as necessary. The physician(s) shall coordinate with ATs and be available to visit School as needed to meet with student-athletes. Upon request, physician(s) shall also be available to meet with students after hours and on weekends to review and evaluate injuries.
- C. Upon School's request and subject to OSU's availability, OSU shall provide a full-time Sports Performance Coach dedicated to School. The Sports Performance Coach shall work cooperatively with school officials and medical staff to provide collaborative services that are in the best interest of the student-athletes. He or she shall collaborate with and support School's coaching staff to set team and individual goals, design programs to meet functional needs, and plan and track workouts.
- D. OSU shall provide School with virtual, coaches' sports medicine first aid clinics to satisfy the ODE Pupil Activity Permit requirement. The dates and times of these virtual clinics shall be mutually agreed to and coordinated with the athletic director. This service is provided by OSU at no additional charge.
- E. OSU shall provide OHSAA Wrestling Weight Certification for all School's wrestlers.
- F. OSU shall provide CPR/AED training/recertification for all coaching staff members.
- G. OSU shall provide Saturday morning injury checks August through December at OSU at the mutually agreed upon time.

- H. When School is hosting contests, events, OHSAA or Central District tournaments, OSU shall provide, at no additional charge, additional athletic trainers to assist with coverage when the School's primary athletic trainers are unavailable or if an event requires additional staff to ensure adequate coverage. School shall request additional coverage in advance of such event. In the event that one of the primary athletic trainers is unavailable, OSU shall provide a substitute athletic trainer without request by School.
- I. OSU shall work in collaboration with School to provide specialty programing for School's student-athletes. Additional programing costs vary and shall be agreed to, in writing, in advance.
- J. OSU shall work in collaboration with School to support, as appropriate and within all proper guidelines, educational opportunities for staff and students. Opportunities that include credited coursework and programing may be at the discretion of OSU guidelines and cost to those staff and students who choose to take the credited coursework.
- K. The Parties shall permit students participating in an athletic training educational program at OSU ("Students") to assist the OSU ATs providing Services under this Agreement. School agrees to create an environment that supports work with Students assisting under the direct supervision of an OSU employed licensed athletic trainer per Ohio licensure.
- L. OSU shall meet quarterly, or as otherwise requested, with School's designee to monitor the ongoing services and to discuss any concerns or changes as may be appropriate.

II. DUTIES AND RESPONSIBILITIES OF OSU

- A. OSU shall require its assigned SMPs be appropriately licensed and complete all credentialing and privileging requirements necessary for the performance of the Services.
- B. OSU shall require SMPs to comply with: (i) all federal, state and local laws applicable to the Services; (ii) the applicable standards of The Joint Commission; and (iii) applicable policies and procedures of School. OSU's SMPs shall provide the Services with the same skill, care, competence, and diligence that is consistent with community standards, and shall at all times promote patient-centered care, good customer service, efficiency, and timeliness.
- C. OSU shall be solely responsible for the collection, reporting, and payment of applicable federal, state, and local payroll taxes with respect to SMPs.
- D. OSU agrees to coordinate all emergency response protocols and action plans for injured athletes with School's designated athletic director(s).

- E. OSU acknowledges and agrees that as an entity providing Services to School, any records maintained by OSU while providing Services regarding School's student athletes are education records subject to FERPA and R.C. 3319.321. FERPA and R.C. 3319.321 shall govern any records maintained by OSU while providing services under this Agreement regarding School's student-athletes, regardless of whether health care services are provided to student athletes on school grounds or off-site. As education records, these records are subject to FERPA and R.C. 3319.321 and not HIPAA. acknowledges and agrees that the confidentiality of a student athlete's medical information is of the utmost importance and that any student athlete medical information received by OSU shall be kept strictly confidential. OSU shall permit a coach to receive information maintained by OSU while providing services under this Agreement necessary to address injuries or make a determination as to a student-athlete's involvement in practice and/or competition to protect the health and safety of the studentathlete upon receipt of a signed OHSAA Authorization Form by the student-athlete and his/her parent or legal guardian, as applicable. Further, information may be released to school personnel consistent with FERPA and R.C. 3319.321. Student-athletes who, at their own expense, as provided in paragraph A.3. above, see specialists within 24 hours of referral pursuant to paragraph A.3. are considered patients of OSU providers who are "health care providers" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and records of such visits are OSU's records and are subject to HIPAA. not FERPA.
- F. The Services shall be provided under the direction, supervision, and review of, the student's physician or the team physician, as applicable. OSU acknowledges and agrees that should a student-athlete choose to receive treatment from his/her own physician, the student-athlete's physician shall be able to access information and medical records from OSU's physicians and ATs related to the treatment or care of the student-athlete with appropriate signed consent form.
- G. OSU shall obtain Bureau of Criminal Investigation (BCI) and/or Federal Bureau of Investigation (FBI) criminal background checks for any employees that will be working with School consistent with R.C. 3319.392(C)(1). Upon request, OSU shall provide School with confirmation that it has complied with this requirement.
- H. None of OSU's employees providing services under this Agreement shall be considered employees of School with respect to any federal, state or local laws.
- I. OSU shall require its employees to comply with health screening requirements including negative TB tests.

III. DUTIES AND RESPONSIBILITIES OF SCHOOL

- A. Providing a safe environment for the student-athletes and SMPs.
- B. Obtaining the necessary authorizations from the students and their parents (if applicable). School will provide a copy of such authorizations to OSU.

- C. Providing all necessary facilities, equipment, training room, and space (the "Facilities") in good working condition for SMPs, as mutually agreed upon to perform under this Agreement;
- D. Providing a secure area to store student-athlete records at each high school. Access to such secured area shall be restricted to the SMPs, School's designated athletic director, and any OSU physician performing services pursuant to this Agreement.
- E. Providing access for SMPs to have direct, secure internet access in the Facilities for computer use at high schools for immediate access to electronic health records, electronic injury reporting, and communication with OSU.
- F. Providing and maintaining site access for emergency responders to all facilities.
- G. Providing OSU with marketing opportunities when applicable. Such marketing opportunities shall include, but are not limited to:
 - 1. School shall grant OSU reserved placement of space (e.g.., scoreboard, fencing, wall scorer table, display ad, etc.) for sign(s), banner(s) or digital display(s) at each athletic competition venue, practice venue and athletic department website, at no cost to OSU. This includes training facilities, weight rooms, stadiums, athletic courts, fields and gymnasiums. OSU will provide artwork and cover production costs of materials. In the event that these spaces are managed by external or third-party vendors (e.g., booster organizations or third-party marketing firms), School will pay the cost of advertising space on behalf of OSU. If OSU declines advertising opportunity, School will commit to not allowing a competing medical or healthcare provider to procure this space.
 - 2. Allow OSU to post a minimum of three (3) sign(s) or banner(s) within the public area of high school and middle school facilities such as at the facility entry, auditorium, common area, and/or on school marquees, at no cost to OSU. OSU will cover production of artwork and materials. School must pre-approve location of placement of such signage or banners.
 - 3. Allow OSU branding on the school utility vehicles ("gators") used in transportation throughout each athletic campus.
 - 4. Recognize OSU on School's athletic home page of the website as well as staffing or sports medicine information details at a reasonable position within site, including a link to OSU Sports Medicine information page and a link to OSU staffing page. This will be provided at no cost to OSU.
 - 5. Permitting OSU to post School's logo on any of its websites, indicating School is a partner of the program.
 - 6. School shall include OSU logo on official printed athletic department schedules.
 - 7. School shall use the prior approved OSU logo on all official printed and published athletic department schedules, at no cost to OSU.

- 8. OSU shall receive one (1) PA announcement at each varsity high school football and basketball game. OSU shall provide the script of announcement in advance to be approved by School. OSU shall be recognized as the exclusive sports medicine provider for School.
- 9. School shall recognize that OSU places value in providing direct education to student athletes, parents, coaches, staff, administrators, and related organizations. OSU staff shall be included to present and/or participate in sport parents' meetings or educational sessions from School. School will allow OSU to provide printed materials to student athletes and their families. OSU shall have opportunity to communicate with athletic families through email communication, at times and with content to be mutually agreed upon by School and OSU. Other opportunities for direct education as determined and approved by both Parties should be considered when applicable. Such involvement of OSU in the aforementioned events or programming may also include submissions for newsletters, blogs, or other social media platforms. All the foregoing interactions, programs, and/or communications shall be upon approval of School and in accordance with all applicable School policies, rules, or guidelines.
- 10. School shall provide other opportunities as approved by both Parties.
- 11. OSU shall be granted right of first refusal for any additional marketing opportunities not contained herein. Should OSU decline such opportunities, School shall commit to not allowing a competing sports medicine or healthcare provider to accept such marketing opportunities. OSU recognizes that the intent of this exclusivity agreement is not to inhibit School from leveraging an opportunity to significantly benefit School and its students, faculty and staff through high value sponsorship, support or philanthropic means. As such, should OSU decline an opportunity to provide high value sponsorship, support or philanthropy through right of first refusal, and should a competing sports medicine provider express interest in providing such sponsorship, support or philanthropy, OSU and School may create an addendum to this clause to allow School to entertain the opportunity with a competing sports medicine provider and to outline mutually agreeable terms to such an exception. The Parties agree that this clause is limited to marketing opportunities and does not restrict or limit School or a student's right to select a provider of their chose for healthcare services.
- 12. The Parties agree all marketing opportunities are subject to review and approval by OSU.
- 13. Notwithstanding the above, OSU agrees that should School receive formal written notice, that any of the marketing opportunities provided herein violate any prior existing School agreement, OSU shall waive the contested marketing opportunity and it shall not be part of this Agreement. Should a contested marketing

opportunity be waived, OSU and School will work together to identify an additional marketing opportunity that is of equal value to OSU to replace the formally contested marketing opportunity.

IV. COMPENSATION

In consideration of the Services, School shall compensate OSU as follows.

Service	Overview	Cost to School
Athletic Trainers	Up to three full-time ATs to service high school and middle school	\$0
Team Physician	At least one dedicated team physician will provide Friday home varsity football, large event coverage and on-site injury checks	\$0
Sports Medicine Certification and CPR/AED Training for Coaches	Three virtual Sports Med Certification events per quarter and one quarterly CPR/AED in- person training at Big Walnut High School	\$0
Community Education Events	Minimum three annual parent, coach, and/or athlete forums; variety of topics	\$0
Weight Certification, Concussion Testing	As needed for all student athletes	\$0
Priority Access to Medical Services	Priority access at OSU physician clinic, rehab clinic and imaging locations	\$0
Sports Performance Coaching	Dedicated sports performance coach provided to district	\$50/hour

OSU shall submit invoices to School on a 30-day basis. School shall pay all undisputed amounts within 30 days after receipt thereof. Without prejudice to any other right or remedy it may have, OSU reserves the right to set off at any time any amount owing to it by School against any amount payable by School under this Agreement.

V. NO INTENT TO INDUCE REFERRALS

The Parties recognize that School is not a healthcare provider and is not a healthcare referral source. Therefore, the Services provided under this Agreement have not been determined in any manner that takes into account the volume or value of any potential referrals between the Parties. The Parties will in good faith, periodically review the Agreement to ensure it complies with applicable laws.

VI. INSURANCE

The Parties agree to procure, keep, and maintain, at the Party's sole cost and expense, insurance coverage in the minimum amounts of:

- A. <u>Commercial General Liability Insurance</u>: One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for commercial general liability, including, but not limited to, coverage for bodily injury, including death, personal injury, contractual liability, property damage, products/completed operations, and liability arising from independent contracts.
- B. <u>Professional Liability Insurance</u>: One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate for professional liability including sexual misconduct liability.
- C. <u>Workers' Compensation</u>: As required by the State of Ohio law and Employers Liability Insurance with limits not less than One Million Dollars (\$1,000,000).

Such insurance may be provided through a program of self-insurance. Each Party shall provide the other Party with proof of such coverage upon request.

VII. RECORDS

If applicable, the Parties shall comply with the provisions of Section 1861(v)(1)(i) of the Social Security Act (as amended), and any regulations promulgated thereunder, and shall make available, upon written request of the Comptroller General of the United States or the Secretary of the Department of Health and Human Services or any of their duly-authorized representatives, any books, documents, and records that are necessary to verify the nature and extent of costs incurred by either Party under this Agreement.

VIII. NOTICE OF CLAIMS AND NEGLIGENT ACTS AND OMISSIONS

- A. As it relates to the Services provided under this Agreement, each Party agrees to give prompt written notice within 48 hours to the other of any third-party claim against the Party giving notice or any event which might give rise to a third-party claim. Such notice shall state the information then available regarding the amount and nature of such claim, liability or expense.
- B. Each Party shall be responsible for any and all claims, liabilities, damages or judgments, which may arise as a result of its own negligence or intentional wrongdoing. Neither

Party shall be liable and/or responsible for acts or omissions of the other Party. Both Parties shall cooperate with each other in responding to and defending any such claim.

IX. COMPLIANCE

- A. The Parties shall immediately notify the other Party of any violation of any applicable law, regulation, or breach of applicable policies and procedures of which the Parties or any of its employees become aware of during the Term hereof. The Parties shall instruct its employees of this requirement.
- B. The Parties shall cooperate with each other in responding to or resolving any complaint, investigation, inquiry, or review initiated by a governmental agency or otherwise. The Parties shall cooperate with any insurance company providing protection to the other Party in connection with the foregoing. In connection with the foregoing and consistent with applicable law, the Parties shall agree on the response to any complaint, investigation, inquiry, or review

X. NOTICES

Notices or communications required or permitted to be given under this Agreement shall be given by, and be deemed given when (i) delivered by personal delivery; (ii) deposited in U.S. first class mail, postage prepaid; or (iii) sent by electronic mail with confirmation of receipt, addressed to the address set forth below or to such other address as either Party may designate in writing to the other Party from time to time:

To School:

Big Walnut High School 713 Miller Dr. Sunbury, OH 43074

Attn: Brian Shelton, Athletic Director

E-mail: Brianshelton@bwls.net

To OSU:

Technical Matters

The Ohio State University, Wexner Medical Center Ambulatory Services – Sports Medicine 2835 Fred Taylor Drive Ste. 2229

Columbus, Ohio 43202

Attn: Vince O'Brien, Director - Sports Medicine Outreach Services

E-mail: Vincent.Obrien@osumc.edu

Contractual Matters

The Ohio State University, Office of Legal Affairs

200 Meiling Hall 370 W. 9th Avenue Columbus, OH 43210 Attn: Deputy General Counsel

XI. MISCELLANEOUS PROVISIONS

A. Assignability

This Agreement may not be assigned or otherwise transferred nor may the obligations of OSU or of School be delegated.

B. Amendments

No modification or amendment of this Agreement shall be effective unless in writing duly executed by both Parties.

C. Term of Agreement

This Agreement shall commence on the Effective Date and shall continue for a term of five (5) years, unless either Party provides thirty (30) days' written notice of its intent to terminate the Agreement prior to the expiration of the term.

D. Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the State of Ohio. As a state entity of Ohio, the Attorney General of the State of Ohio has the authority to manage and control all litigation involving OSU and must approve (i) all settlements of claims asserted against OSU, including the language to be used in the settlement and release documents, and (ii) any external legal counsel representing the interests of OSU in any litigation, regardless of whether such counsel are retained by OSU directly or by a third party on behalf of OSU. When an OSU employee, pursuant to this Agreement is named as a defendant in a legal action, OSU may, at its sole expense, plead the statutory immunity of any OSU employee.

E. Governmental Entity

OSU is a public university, and a governmental entity of the State of Ohio. School recognizes and acknowledges that OSU is entering into this Agreement, including the provisions thereof, only to the extent authorized by the laws and the Constitution of the State of Ohio, including the opinions of the State of Ohio's Attorney General.

F. Non-Discrimination

The Parties shall not differentiate or discriminate in the quality of services provided to patients because of race, color, national origin, ancestry, religion, sex, marital status, age, disability or veteran status.

G. Third Party Beneficiaries

This Agreement is solely for the benefit of School and OSU and no provision of this Agreement shall be deemed to confer upon third Parties, any remedy, claim, liability,

reimbursement, claim or other right in excess of those existing without reference to this Agreement.

H. Force Majeure

The performance by any Party of any obligations to be performed under this Agreement is excused to the extent that performance is frustrated, prevented or delayed by an act of nature or the public enemy, terrorism, insurrections, riots, labor disputes (including lockouts or boycotts), fire, explosion, flood, epidemic, pandemic, national emergency, natural disaster or any other force majeure event that is beyond the reasonable control of such party but only to the extent not caused or contributed to by such Party's own fault or negligence. The Party so affected must give prompt written notice to the other Party of the cause and take whatever reasonable steps are necessary to relieve the effect of the cause as soon as practicable. The time for performance required of the affected Party shall be extended by the period of such delay provided the Party is exercising diligent efforts to overcome the cause of such delay. Regardless of any other provision in this Agreement, if either Party fails to restore its performance of its obligations under this Agreement within sixty (60) days after an event or the end of an event of force majeure, then the other Party may immediately terminate this Agreement by providing written notice to the other Party.

I. Non-Solicitation

School shall not, without prior written consent of OSU, directly or indirectly, solicit, hire or attempt to hire, whether as an employee or as a consultant, or retain the services of through a third party, anyone employed by OSU during the term of this agreement and for twelve (12) months thereafter.

J. Exclusivity

OSU will be the exclusive provider of services for School as outlined in this agreement.

K. First Right of Refusal

OSU has the first right of refusal for any additional sports medicine services needed by - School once identified by School.

L. Unenforceability

Should any part of this Agreement be determined to be legally invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining portions.

M. Independent Contractor/No Contract of Employment

The Parties acknowledge and agree that performance of OSU and School hereunder shall be as independent contractors and not as employees, partners of, or joint venturers with one another. By entering into this Agreement, neither Party to this Agreement is, in any way, assuming any liabilities, debts or obligations of the other Party, whether now existing or hereafter created. Neither OSU nor any of its employees shall have any claim against School for vacation pay, sick leave, benefits, Social Security, workers' compensation, disability, unemployment benefits, or any other benefits provided to OSU

employees by OSU. Any other arrangements OSU or its employee may have with School are expressly outside the scope of this Agreement.

N. Authorization

Each individual signing this Agreement warrants that such execution has been duly authorized by the Party for which he/she is signing. The execution and performance of this Agreement by each Party has been duly authorized by all necessary action, and this Agreement constitutes the valid and binding obligation of each Party, enforceable against such Party in accordance with its terms. Regardless of the execution method, each individual signing warrants that his/her signature is authentic and enforceable.

O. Entire Agreement

This Agreement constitutes the entire agreement between the Parties unless specific reference to other agreements is made herein, and supersedes all prior and contemporaneous agreements between the Parties in connection with the subject matter of services to School.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

THE OHIO STATE UNIVERSITY, ON BEHALF OF ITS WEXNER MEDICAL CENTER

Jay M. Anderson	Date
Chief Operating Officer	
BIG WALNUT LOCAL SCHOOL DISTRICT	
	4
Ryan McLane	Date
Superintendent	

Behavioral Health School-Based Program

The Ohio State University Wexner Medical Center

BACKGROUND

School-based mental health services can improve access to care, allow for early identification and treatment of mental health issues, and may be linked to reduced absenteeism and better mental health outcomes. School-based services help address nonacademic barriers and reduce barriers to access to treatment for under served populations.

The Behavioral Health School-Based program is designed to help students overcome social, emotional and/or behavioral concerns that may interfere with success at school or home. Our program's school-based partnerships are built on collaboration, flexibility, providing quality care and service, and understanding the unique needs of each school partner as we integrate into the school setting.

Our program partners with local schools to embed qualified licensed independent mental health providers (i.e. LISW or LPCC) in the schools. Our clinicians provide confidential targeted mental health treatment to students within the school setting for a variety of mental health concerns.

OVERVIEW OF SERVICES

- Diagnostic Assessments
- Treatment Planning
- Individual, Group and Limited Family Therapy Interventions
- Psychoeducation
- Suicide Prevention

Crisis Intervention and Management

- Linkage with Mental Health Resources
- Health promotion
- Collaboration with School Staff and Community Providers
- Professional Development
- Psychiatry Services

TESTIMONIALS

Kathy Jenney, Upper Arlington School Superintendent

"Our partnership with OSU is a critical support for our commitment to student and staff well-being. It helps us be both proactive, with preventative care, as well as to react quickly when a need arises."

Jack Fette, Olentangy Local School District, Deputy Superintendent

"Mental health specialists are a critical component of successful schools today. OSU has been a wonderful partner in supporting the mental well-being of our students. The OSU staff easily fit into our school community and are integral partners with district leadership as we continue to evaluate and scale up services to meet student needs."

Allisha Berendts, Olentangy Local School District, Director of Student Well-Being

"OSU has been a wonderful partner in supporting the well-being and mental health of our students. They have integrated easily into our schools, are collaborative, and open to supporting the students, staff, and community in a way that makes sense for our district. Their therapists are top-notch and we are so appreciative to have them in our buildings!"

PARTNERSHIPS

- The Metro School
- Olentangy Local School District
- Upper Arlington Schools

COMMON CONCERNS ADDRESSED*

- Depression and other mood concerns
- Stress and anxiety
- Poor social skills
- Disruptive behaviors
- Disordered eating
- Interpersonal relationships
- Trauma
- Suicidal or self-harm thoughts or behaviors
- School refusal or attendance issues

*Some concerns require specialized treatment that are not appropriate for our services. Appropriate referrals/recommendations would be provided.

CONTACT INFORMATION

If your team or group would like to partner with Ohio State Wexner Medical Center Adolescent School-Based Program, please contact us at: matthew.onorato@osumc.edu
Subject line: "School-Based Services"



