

AVITA HEALTH SYSTEM
ATHLETIC TRAINER SERVICES AGREEMENT

This Athletic Trainer Services Agreement is made and entered into as of the ____ day of _____ 2025 by and between, Bucyrus City Schools, hereinafter referred to as "SCHOOL" and Avita Health System, hereinafter referred to as "HOSPITAL".

RECITALS

- A. Whereas, HOSPITAL operates and maintains two critical access hospitals (one in Galion, Ohio and one in Bucyrus, Ohio), one hospital in Ontario, Ohio, and numerous provider practices/clinics, and is a nonprofit Ohio public benefit corporation which is exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), and;
- B. HOSPITAL operates Galion Orthopedic Center and Bucyrus Orthopedics and Sports Medicine, located at 955 Hosford Rd, Galion, OH 44833, and 140 Hill St, Bucyrus, OH 44820, respectively; Avita Therapy and Sports Medicine Clinics located at 959 Hopley Ave, Bucyrus, OH 44820; 959 Hosford Rd, Galion Ohio 44833; 385 N Seltzer St, Crestline, OH 44827; 2170 Stumbo Rd S, Ontario, OH 44906; and 715 Richland Mall, Mansfield, OH 44906 (the "Centers"), which provide services such as evaluation, diagnosis, treatment and rehabilitation for athletic injuries, including without limitation, athletic training services (the "Services"), and;
- C. HOSPITAL employs Licensed Athletic Trainers ("Athletic Trainers") who are duly qualified to provide services to patients within the scope of their licensure under Ohio law; and
- D. SCHOOL sponsors a variety of scholastic sports activities including interscholastic competitions, practice sessions, and educational programs for SCHOOL'S student athletes and coaching staffs; and
- E. The parties desire that the HOSPITAL provide an Athletic Trainer to provide athletic training coverage and services at certain of SCHOOL'S various scholastic sports activities, and
- F. The parties also desire HOSPITAL to assist SCHOOL in making appropriate medical referrals arising from sports-related injuries, and
- G. HOSPITAL and SCHOOL desire to enter into this Agreement by which HOSPITAL can provide athletic training coverage in order to decrease the chance of injuries and to minimize the effects of injuries incurred in the course of SCHOOL'S scholastic sports activities.

NOW, THEREFORE, the parties agree as follows:

1. HOSPITAL'S Responsibilities:

- A. Athletic Trainer: HOSPITAL shall provide SCHOOL the services of an Athletic Trainer. An Athletic Trainer shall be available to SCHOOL throughout the term of the Agreement

for SCHOOL'S scholastic sports activities as set forth on the attached Exhibit A, and as otherwise may be mutually agreed upon by the parties.

- B. Coverage provided by an Athletic Trainer: An Athletic Trainer shall participate in the following aspects of SCHOOL'S scholastic sports program at the times set forth on the attached Exhibit A, and as otherwise may be mutually agreed upon by the parties:

1) Pre-Season Coverage:

- a. An Athletic Trainer may participate in pre-season educational programs concerning the identification, care and prevention of common athletic injuries, if requested.
- b. An Athletic Trainer may participate and provide guidance in pre-season conditioning training programs, and other activities that the parties mutually agree are appropriate to prepare athletes and coaches for the upcoming sport's season.

2) Practices, Pre-Competition and Competition Coverage:

- a. An Athletic Trainer shall assist SCHOOL'S coaching staff and athletes in preparing for practices and competitions.
- b. An Athletic Trainer shall assess athletes for potential injuries and advise appropriate preventive measures, as requested.
- c. An Athletic Trainer shall cover those practices and interscholastic sports competitions that the parties mutually have scheduled for such coverage.
- d. During practices and interscholastic sports competitions where an Athletic Trainer provides coverage, an Athletic Trainer shall provide emergency assessment and care of athletic injuries, within the scope of an Athletic Trainer's expertise and in accordance with the Ohio AT Practice Act.

- 3) Post Practice and Post Competition Coverage: An Athletic Trainer shall assess injuries sustained by athlete participants in practices or interscholastic sports competitions and shall assist SCHOOL in making appropriate medical referrals. An Athletic Trainer will maintain appropriate records on all injury evaluations, consultations and treatments. An Athletic Trainer will refer student athletes for appropriate follow-up care per the athlete's parental preference and/or to the athlete's primary care physician. An Athletic Trainer will work cooperatively with the athlete's primary care physician or specialty physician upon valid written authorization and order to carry out the physician's recommendations and treatment plans.

- 4) Conflicting Sports Schedules. In the event there are conflicting athletic event times, the SCHOOL's athletic director will make the determination of which athletic event it will have Athletic Trainer coverage. All attempts should be made by SCHOOL to provide communication from the non-covered athletic event to the covered event. So long as the conflicting events are on the same grounds, the Athletic Trainer may leave the covered event to attend to a request for services from the non-covered event.

- 5) Additional Duties: An Athletic Trainer shall provide additional duties as mutually agreed upon by the parties.
 - 6) Educational Programs: An Athletic Trainer may work with coaches and administration to help organize educational programs, as requested by SCHOOL, for parents and coaches.
 - 7) Pre-Participation Sports Screenings: An Athletic Trainer may organize, in conjunction with the SCHOOL and HOSPITAL a day for the student-athletes of SCHOOL to receive pre-participation screenings in accordance with OHSA guidelines in a one day mass physicals event as scheduled by HOSPITAL.
 - 8) Make-Up Date for Screenings: HOSPITAL provides pre-participation sports screenings throughout the school year at its sports medicine physician offices for a fee. This is open, by appointment, to any athletes who missed SCHOOL's scheduled date.
 - 9) In the Event of Illness or Emergency: In the event that an Athletic Trainer is unable to attend a scheduled event due to illness or emergency or other occurrence, the HOSPITAL will use reasonable efforts to provide a substitute trainer for the scheduled event but shall have no liability to SCHOOL hereunder should HOSPITAL be unable to provide a substitute.
- C. Code of Ethics: HOSPITAL shall require an Athletic Trainer to perform all Athletic Trainer's duties, responsibilities and activities under this Agreement in conformance with the applicable provisions of the National Athletic Trainer's Association Code of Ethics, the Ohio Revised Code and any other applicable laws, rules and regulations.
- D. Free Choice of Provider: HOSPITAL shall at all times abide by a parent or guardian's free choice of provider for any follow up care required by student athletes. In this regard, HOSPITAL agrees that HOSPITAL and its Athletic Trainers will:
- 1) Abide by the student athlete's parent or guardian's decision as to where the student athlete will receive medical care.
 - 2) Not schedule any follow up appointments on a student athlete's behalf. All such appointments must be made personally by the student athlete's parent or guardian.
 - 3) Make recommendations for care providers only when specifically asked for such a recommendation by a student athlete's parent or guardian, and then only in the best interests of the student athlete, without regard to a provider's affiliation with HOSPITAL or any other provider of health care services.
 - 4) Not inquire as to whether a student athlete has health insurance or the identity of such health insurer.

HOSPITAL and SCHOOL shall jointly prepare a written disclosure, a form of which is attached hereto as EXHIBIT B, notifying student athletes and their parents or guardians of their right to a free choice of provider. SCHOOL agrees to distribute a copy of the disclosure to all student athletes' parents or guardians annually and prior to the commencement of athletic activities by the student athlete.

2. SCHOOL'S Responsibility:

A. Space and Equipment

- 1) SCHOOL shall provide an Athletic Trainer with all necessary or appropriate equipment as may reasonably be required by an Athletic Trainer in performing duties under this Agreement. This equipment may include, but not be limited to Wi-Fi, an AED, a desk and chair, locking cabinet, spine board, vacuum splints, etc. Neither an Athletic Trainer, nor HOSPITAL, shall be liable for SCHOOL'S failure to provide adequate equipment for necessary and proper evaluation, consultation and treatment of injuries. An Athletic Trainer will not use any equipment which does not have a current inspection tag indicating the equipment has been inspected and the date of the next inspection.
- 2) SCHOOL shall provide an Athletic Trainer with adequate space for the performance of Trainer's duties under this Agreement.

B. Consideration.

- 1) During each year of this Agreement, SCHOOL agrees to provide HOSPITAL with exclusive rights to advertise hospital, sports medicine, and physician services in accordance with the requirements of Sections (2)(C) and (D) of this Agreement. In exchange for such exclusive advertising and promotion rights, HOSPITAL agrees to provide SCHOOL with the following consideration:
 - a. The sum of up to \$3,000 per contract year, payable within thirty (30) days upon receipt from SCHOOL of a copy of a paid invoice showing qualified expenses for equipment to be used by SCHOOL for use in the sports medicine program. Expenses must be incurred during the same contract year. These funds are intended to be used for items to help with injury prevention, treatment and rehabilitation and/or for sports performance and enhancement. The expenses should be mutually agreed upon by SCHOOL, an Athletic Trainer and HOSPITAL.
 - b. The services of HOSPITAL's Athletic Trainers in accordance with the commitments set forth in Exhibit A of this Agreement.
 - c. Up to \$2,500.00 per contract year in medical supplies for use in the sports health program. Any medical supplies required in excess of \$2,500 per year will be paid as overage by SCHOOL. Payment for supplies shall be due and payable within thirty (30) days of the invoice date to SCHOOL.
- 2) The parties hereby agree that SCHOOL's provision of exclusive advertising and promotional rights to HOSPITAL is adequate consideration for the fees, services and supplies provided by HOSPITAL pursuant to this Agreement. The value of the consideration provided pursuant to this Agreement will be reviewed annually to ensure appropriate and commercially reasonable consideration for the services and supplies that are provided by the Parties.
- 3) Additional Athletic Trainer hours may be arranged as mutually agreed upon by the parties at HOSPITAL's usual and customary rates. Payment for additional Athletic Trainer hours shall be due and payable within thirty (30) days of the invoice date.

C. Exclusivity in Advertising.

In consideration of the services provided to SCHOOL pursuant to this Agreement, SCHOOL agrees to provide HOSPITAL the following promotional consideration and advertising rights in relation to SCHOOL's athletic programs for any years past the initial year of this contract. Current advertising for the 2024-2025 school year as established already from other health systems will exist in the initial year of this contract as already established by the SCHOOL.

- 1) The SCHOOL will provide for exclusive advertising by the HOSPITAL regarding hospitals, sports medicine programs, and physicians in the following areas:
 - a. Beginning in 2025, Banner signage at indoor venues;
 - b. Beginning in 2025, Banner signage in prime locations at outdoor venues (entrances/gates, ticket booths, concession stands, etc);
 - c. Beginning in 2025, Inside front, inside back or back page of programs; and
 - d. Beginning in 2025, Any on-field advertising.
- 2) The SCHOOL will provide for exclusive advertising by the HOSPITAL regarding sports medicine programs in the following areas:
 - a. Announcements; and
 - a. Banner signage at all locations.
- 3) It is specifically understood and agreed to by SCHOOL that, for purposes of this Agreement, exclusive rights for all hospital, physician, medical and sports medicine advertising means that no other advertising, banners or announcements of any nature whatsoever that involve or identify another health network, health provider or medical system that is a competitor of HOSPITAL, as determined by HOSPITAL in its sole discretion, shall be used in any way during any sporting event either on the premises of the SCHOOL or other venues or facilities over which SCHOOL has control during the initial term or any renewal term of this Agreement. Failure to comply with this provision shall be considered a material breach of this Agreement.
- 4) The SCHOOL agrees that HOSPITAL may use their team logos as part of HOSPITAL sports health marketing.
- 5) The SCHOOL shall make an announcement during each quarter and halftime of each home event referencing that the HOSPITAL'S Sports Health staff is providing sports health coverage for the SCHOOL.
- 6) The SCHOOL shall permit the HOSPITAL to distribute shirts or other marketing materials to fans during four (4) games per year.
- 7) SCHOOL shall provide the HOSPITAL a 1/4 page ad in the fall and winter sports program.

- 8) The SCHOOL shall permit the HOSPITAL to hang a banner at the entrance of the football/soccer stadium.
 - 9) The SCHOOL shall permit the HOSPITAL to hang a banner in the gymnasium in a prominent location.
 - 10) The SCHOOL shall permit the personnel that HOSPITAL assigns to provide services to SCHOOL to wear HOSPITAL uniforms consistent with the program.
- D. Right of First Refusal in Advertising: The SCHOOL will provide for right of first refusal in advertising to the HOSPITAL regarding hospitals, sports medicine programs, and physicians including, but not limited to:
- 1) Scoreboard Advertising/signage for both indoor and outdoor venues.
- E. School Staff. SCHOOL shall ensure that its coaching and other staff and agents (collectively, "School Staff") cooperate fully with an Athletic Trainers' decisions that pertain to the health and/or injury status of an athlete, including, without limitation, disqualification from athletic participation. Without limiting any other provision of this Agreement, HOSPITAL may terminate this Agreement immediately upon failure of School's Staff to adhere to an Athletic Trainer's decision. Only a physician may overrule an Athletic Trainer's decision, but an Athletic Trainer and Team Physician and/or Avita Center for Sports Health Medical Director, in looking out for the best interest of the athlete, may decide to not allow clearance based on the following: (i) a specialist withheld the athlete and the clearance comes from a non-specialist, or (ii) an Athletic Trainer and/or Team Physician/Sports Health Medical Director, based on their evaluation and/or witnessed symptoms and the athlete's decrease in the ability to perform the activities without pain and loss of function, believe that it is in the best interest of the athlete not to participate. In the event that SCHOOL fails to ensure the full cooperation of School's Staff, or in the event that an Athletic Trainer's decision is overruled, SCHOOL shall be obligated to indemnify, defend and hold harmless HOSPITAL, its officers, directors, agents and employees, including, without limitation, Athletic Trainers, in accordance with Section 8.B. hereof.
- F. Records. SCHOOL will make available to HOSPITAL and an Athletic Trainer at all times during this Agreement all of the pre-participation physicals, medical releases and other records, documents and information HOSPITAL deems necessary to perform its services hereunder.
- G. No Hire Covenant. SCHOOL agrees that it shall not, during the term of this Agreement and for a period of twenty-four (24) months following the termination of this Agreement for any reason, directly or indirectly, through any subsidiary, parent company or affiliate: (i) hire, employ, retain or otherwise engage any employee or independent contractor of HOSPITAL who at any time provides, supervises, directs or is involved in the provision of services under this Agreement, (ii) induce, facilitate, or otherwise encourage any such employee or independent contractor to terminate his or her relationship with HOSPITAL; and (iii) not interfere with the relationship between HOSPITAL and any employee or independent contractor of HOSPITAL. SCHOOL acknowledges the difficulty in calculating damages for such interference and hereby agrees that in the event of such interference, SCHOOL shall pay HOSPITAL liquidated damages in the amount of Thirty-Five Percent (35%) of the employee or independent contractor's yearly salary including benefits or annual contracted rate.

H. RESERVED.

3. Term: This Agreement shall be for a term of one (3) years beginning on July 1, 2025 and ending at midnight on June 30, 2028. However, the contract will remain in effect for an additional 3 years through June 30, 2031 upon an addendum being signed between the SCHOOL and HOSPITAL indicating the extension period and agreement by both parties to do so with any agreed upon changes by both the SCHOOL and HOSPITAL.
4. Termination:
 - A. Termination. Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within (30) days of such notice. HOSPITAL may terminate this agreement without cause by providing written notice (60) days prior to the end of the school year.
 - B. Consequences of Termination. Upon expiration or termination of this Agreement for any reason, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of expiration or termination, and obligations that are expressly made to extend beyond the term of this Agreement, including, without limitation, the obligation of SCHOOL to compensate HOSPITAL for services provided through the date of expiration or termination in accordance with Section 2.B and those contained in Section 2.G.
5. Independent Contractor:
 - A. The parties understand and agree that they are independent contractors with respect to one another in the performance of this Agreement, and that under this Agreement, an Athletic Trainer is at all times performing an Athletic Trainer's work, duties and responsibilities, solely as HOSPITAL'S employee.
 - A. This Agreement creates between HOSPITAL and SCHOOL no relationship whatsoever of agency, partnership, joint venture or employment.
 - B. This Agreement does not empower either party or its agents, employees or assigns to bind the other party in any way.
 - C. It shall be HOSPITAL'S sole responsibility to supervise and compensate an Athletic Trainer. SCHOOL shall not exercise direct control over HOSPITAL'S or an Athletic Trainer's methods in carrying out this Agreement. SCHOOL'S sole role shall be to ensure that services rendered under this Agreement shall be performed in a competent and satisfactory manner.
6. Modification: Modifications shall be written and signed by both parties to the Agreement.
7. Assignment: Either party may assign this Agreement upon the prior written consent of the other party.
8. Indemnity:
 - A. SCHOOL (the "Indemnifying Party") shall indemnify, defend and hold harmless HOSPITAL, its officers, directors, agents, and employees, including, without limitation, an Athletic Trainer (the "Indemnified Parties"), from and against any and all liability, suits,

claims, losses and damages, and expenses in connection therewith (including reasonable attorneys' fees) (collectively, "Claims") which may be imposed on or incurred by the Indemnified Parties in connection with, or arising out of the negligent acts or omissions or willful misconduct of the Indemnifying Party, its agents, employees, or subcontractors, including performance of automated external defibrillation in good faith, in accordance with Ohio Revised Code Section 2305.235 and as amended or revised, failure to perform automated external defibrillation, or performance of automated external defibrillation by an individual not authorized to use the automated external defibrillator.

- B. In addition to the foregoing and without any limitation thereto, SCHOOL further agrees to indemnify, defend and hold harmless HOSPITAL from and against any and all claims arising out of or related to SCHOOL'S failure to ensure the full cooperation of School's Staff or the overruling of an Athletic Trainer's decision as discussed in Section 2.E. hereof.
9. Insurance: Each party shall maintain policies of professional liability insurance, general liability insurance, and property insurance in amounts sufficient to provide adequate coverage for services provided pursuant to this Agreement. Either party may request evidence of such insurance coverage at any time.
10. Severability: This Agreement is severable. If any part of this Agreement is found by any Court to be void or illegal, the remainder of this Agreement shall remain in full force and effect for the term of the Agreement.
11. Notice: Notice required or permitted under this Agreement shall be effective upon mailing by certified mail, return receipt requested, email, or personal delivery to the other party as follows:

HOSPITAL: Allen Hocker
Vice President of Ancillary Services
Avita Health System
269 Portland Way South
Galion, OH 44833
Email: allen.hocker@avitahealth.org

SCHOOL: _____

Email: _____

12. Law: This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Ohio. The County of Crawford, State of Ohio shall be the sole and exclusive venue for any dispute, litigation, special proceeding or other proceeding between the parties that may be brought, arise out of or in connection with or by reason of this Agreement.
13. Third Party Beneficiary: The parties do not intend that student athletes, teachers, parents, coaches or any other third party occupy the position of third party beneficiaries to this Agreement.
14. Waiver: The failure or delay of either party to exercise any right, power or privilege under this Agreement shall not waive such right, power or privilege.

15. Access to Books and Records: Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement and upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any other duly authorized representative of the Federal Government, the parties shall each make available this Agreement and the books, documents and records of the parties hereto necessary to certify the nature and extent of costs of services rendered under the terms of this Agreement. If either party carries out any of the duties specified in this Agreement through a subcontract with a related organization and such subcontract has a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall, upon written request of the Comptroller General of the United States or any other duly authorized representative of the Federal Government, make available the subcontract and the books, documents and records of such organization necessary to verify the nature and extent of such costs. Each party shall notify the other immediately upon receipt of such request for this Agreement and any other books, documents and records and shall provide the other party with copies of all such documents provided to the Government pursuant to this Agreement.
16. Debarment Certification: Each party hereby represents and warrants the following:
- A. that it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively "Debarment" or "Debarred", as applicable); and
 - A. that it shall not knowingly employ or contract with, with or without compensation, any individual or entity (singularly or collectively, "Agent") listed by a federal agency as Debarred. To comply with this provision, each party shall make reasonable inquiry into the status of any Agent contracted or arranged by it to fulfill the terms of this Agreement by reviewing, at a minimum, the Health and Human Services, Office of Inspector General Excluded Parties List System (<https://exclusions.oig.hhs.gov>) or Ohio Medicaid Exclusion list (<http://www.medicaid.ohio.gov/PROVIDERS/EnrollmentandSupport/ProviderExclusionandSuspensionList.aspx>), which internet sites may be revised from time to time by the U.S. government. In the event that either party and/or its Agent either (1) becomes Debarred, (2) receives notice of action or threat of action with respect to its Debarment, or (3) is placed on an Exclusion List, each party agrees to notify the other immediately. In the event that either party or its Agency becomes Debarred as set forth above, this Agreement relative to such Debarred entity or individual's participation hereunder shall automatically terminate upon receipt of such notice without any further action or notice.
17. Compliance with Laws. Each party agrees to act in compliance with all laws and regulations (including, without limitation, Medicare and Medicaid program requirements as applicable), which relate to its performance of the Agreement. Each party agrees to notify the other in a timely manner in the event that it has violated any such statutory or regulatory requirements, and the nature of such violation, to enable non-violating party to take prompt corrective action.
18. Fair Market Value: Nothing in this Agreement shall be construed as an offer of payment or payment by one party to the other (or any affiliate of the other party) of any remuneration for patient referrals, or for recommending or arranging for the purchase, lease or order of any item of service for which payment may be made in whole or in part by Medicare or Medicaid. Any payment made between the parties is intended to represent the fair market value of the supplies and/or services to be rendered by the respective party hereunder and is not in any way related to or dependent upon referrals by or between the parties. Furthermore, it is the stated intent of both

parties that nothing contained in this Agreement is, nor shall be, construed to be an inducement for any act of either party.

19. Avita's Commitment to Corporate Compliance: Avita Health System is committed to honest and responsible corporate conduct. This commitment is formalized in Avita Health System's Code of Conduct and Compliance Plan. Consultant/Contractors, vendors, patients and the general public are encouraged to read Avita's Code of Conduct and Avita's Compliance Plan on Avita's web site at <http://www.avitahealth.org>.
20. Mediation of Disputes: In the event of a dispute between the parties arising out of or related to this Agreement, the parties agree to engage in mediation before resorting to litigation. The parties agree within thirty (30) days of a receipt of a written request for mediation, to confer with a mediator jointly selected by the parties. If the mediation fails to resolve the dispute, then either party may pursue legal action in accordance with law.
21. Entire Agreement: This document contains the whole of the understanding between the Parties relative to the issues discussed herein and merges within it any and all prior and/or contemporaneous negotiations, understandings, agreements and representations, whether oral or written. No prior agreement or understanding pertaining to any such matter shall be effective.
22. Health Records: All student health records shall be the sole and exclusive property of SCHOOL, subject to any access and copying rights as provided by law. HOSPITAL will have reasonable access to such records and other materials and information as necessary to perform services under this Agreement and for other lawful purposes both during and after the term of this Agreement. All injury reports, treatment logs, records and other materials developed and maintained hereunder shall be the sole and exclusive property of HOSPITAL. SCHOOL and HOSPITAL, shall at all times, comply with all applicable laws, rules and regulations relating to the confidentiality of medical records and other information.
23. Legal Compliance. The parties have endeavored to structure this Agreement and all of its terms to comply with all legal requirements, State and Federal. If at any time during the term of this Agreement (a) any court or administrative decision is rendered, (b) any regulation or pronouncement is promulgated or released, or (c) a claim is filed or threatened, which is materially inconsistent with the structure or any of the material terms of this Agreement, the parties hereto shall immediately and in good faith renegotiate the relevant terms hereof. Any illegality or asserted illegality of this Agreement which cannot be so corrected by renegotiation within a reasonable period of time, and which in the opinion of counsel for either party has grounds to be justifiable and presents a substantial threat to either party, shall be grounds for termination of this Agreement. Notwithstanding the foregoing, if any provision of this Agreement is found or asserted to be illegal for any reason, and the remaining provisions can reasonably be interpreted in a manner which will effectuate the original intent of the parties and not cause substantial hardship to either party, then such remaining provisions shall remain in force and effect and the illegal provision shall be severed.
24. Non-Discrimination. The parties agree to comply with all applicable federal and state laws prohibiting discrimination against persons because of race, sex, color, age, religion, national origin, disability or because they are beneficiaries of government reimbursement programs, including but not limited to, the Medicare and Medicaid programs, if applicable.
25. Changes. No changes, modifications or amendment of this Agreement shall be valid or binding unless such changes, modifications or amendment are in writing and signed by each party.

26. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Amendment may be executed, and delivered by facsimile, email or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. [Signatures section follows]

IN WITNESS WHEREOF, the parties have affixed their signatures below:

“HOSPITAL”
AVITA HEALTH SYSTEM

“SCHOOL”
BUCYRUS CITY SCHOOLS

By: _____

By: _____

Name: _____

Name: _____

Title: _____ Title: _____

Remainder of page intentionally left blank

EXHIBIT A

This Exhibit A is an outline, intended to specify the expectations of SCHOOL for the time contribution and event coverage by an Athletic Trainer. An Athletic Trainer will be required to be present for the expected events and clinic/injury check as specified below unless otherwise mutually agreed upon by SCHOOL and HOSPITAL.

FALL:

- Daily Preseason Coverage
- Event Coverage (3 pm-end of last event)
 - o Home and Away Varsity Football Scrimmages
 - o Home and Away Varsity Football Games
 - o Home JV Football Scrimmages/Games
 - o Home Freshman Football Scrimmages/Games
 - o Home JH Football Scrimmages/Games
 - o Home JV/Varsity Girls Volleyball Games
 - o Home Varsity Cross Country Meets
 - o Extended Season Home Events (Playoffs) and OHSAA events hosted by SCHOOL.
- All Saturday Home Event Coverage
- No-Event Day Coverage (3pm-end of last practice)
- Holidays: Home event coverage and on-call

WINTER:

- Event Coverage (1 hour before contest-end of last event)
 - o Home JV/Varsity Boys Basketball Scrimmages
 - o Home JV/Varsity Boys Basketball Games
 - o Home JV/Varsity Girls Basketball Scrimmages
 - o Home JV/Varsity Girls Basketball Games
 - o Home Varsity Wrestling Meets
 - o Extended Season Home Events (Playoffs) and OHSAA events hosted by SCHOOL.
- No-event Day Coverage (3pm-end of last practice)
- Holidays: Home event coverage and on-call
- All Saturday Home Event Coverage

SPRING:

- Event Coverage (3 pm-end of last event)
 - o Home JV/Varsity Baseball Scrimmages
 - o Home JV/Varsity Baseball Games
 - o Home JV/Varsity Softball Scrimmages
 - o Home JV/Varsity Softball Games
 - o Home Varsity Track Meets
 - o Home District Track Meet
 - o Extended Season Home Events (Playoffs) and OHSAA events hosted by SCHOOL.
- No-event Day Coverage (3pm-end of last practice)
- All Saturday Home Event Coverage
- Holidays: Home event coverage and on-call

EXHIBIT B

School LetterHead

Date

Name

Address

City/State

Dear Parents and Guardians of Student Athletes:

We are pleased to inform you that _____ has partnered with Avita Health System ("Avita") to provide Athletic Trainers for _____ Interscholastic Athletic teams for the _____ school year. Licensed Athletic Trainers from Avita will be available to work with student athletes at select practices and events. There will be no charge to student athletes for utilizing Avita Athletic Trainers during school sponsored practices and events.

We also want to let you know that _____ and Avita are committed to respecting and preserving parents and guardians' freedom to select the medical provider of their choice for any follow up medical services that may be required by their student athlete. Beyond its partnership for athletic trainer services, _____ does not, in any way, sanction or endorse the services of the Avita Health System. Parents and guardians are free to select the medical provider of their choice for their child.

Avita and its Athletic Trainers will at all times abide by the student athlete's parent or guardian's decision as to where their student athlete will receive medical care. Avita and its Athletic Trainers will not be responsible for scheduling any follow up appointments for student athletes. It is the parent or guardian's sole responsibility to schedule appointments for their child with the doctor or health care provider of their choosing. We believe that these common sense requirements will safeguard student athletes and their parents and guardians' choice of provider.

_____ believes that this partnership will serve our students and the community well and help keep our students safe and healthy as they participate in school sponsored athletic events, and we are excited to partner with Avita. Should you have any questions regarding this letter or _____ partnership with Avita, please contact _____ at _____.

Sincerely,

Name