SPORTS MEDICINE SERVICES AGREEMENT

This Sports Medicine Services Agreement is entered into between School and/or Board on the terms indicated below and those set forth on the Sports Medicine Services Agreement Terms and Conditions (the "Terms"), which are attached hereto and incorporated herein by this reference. The parties acknowledge and agree that this Sports Medicine Services Agreement replaces and supersedes that certain prior Services Agreement between Richmond Heights High School and Hospital, effective July 1, 2012. In recognition of the Acknowledgements set forth in the Terms, the parties, intending to be bound, hereby agree that School engages Hospital as set forth and provided for below:

School or Board:

Name: Board of Education of Richmond Heights Local School District

Address: 447 Richmond Road, Cleveland, OH 44143

Phone: 216-692-0086 ext. 571468

School Contact: Quentin Rogers

Hospital:

Name: University Hospitals Health System, Inc.

Address: 3605 Warrensville Center Road, Shaker Heights, OH 44122

Phone: 216-286-9598

Hospital Contact: Jamie Foutz

Type of Provider services provided by Hospital to School (check those that apply):

__X_ Team Physician ("TP") Weekly Hours Commitment: _< 8___

_ X_ Athletic Trainer ("AT") Weekly Hours Commitment: __<20_

Effective Date: _3/1/18___ **Annual Service Fee:** ___$0____

Locations: The services offered under this Agreement will be conducted at: Richmond Heights Elementary or Secondary School, located at 447 Richmond Road, Cleveland OH 44143, or other home location on school grounds as identified by the School.

Specific Coverage Requirements: AT presence at a location (as defined above) for approximately, but no more than twenty (20) hours per week. AT coverage to include home athletic events at both the high school and middle school level for the following sports: football, volleyball, basketball, baseball/softball, and track. In addition, AT coverage includes high school varsity football two-a-day practices conducted prior to the first day of school, in addition to other athletic events throughout the school year and summer as requested by the School and agreed upon by Hospital. The parties further agree that Hospital will provide TP coverage for home high school football games, as well as other athletic events at both the high school and middle school as requested by the School and agreed upon by Hospital. However, the parties acknowledge that TP will primarily be utilized at varsity football events.

Promotional Consideration: School will provide space at each outdoor and indoor athletic event, unless inclement weather or other issues beyond the School's control prevent such space, for the Hospital to: 1) hang 4'x6' banner with logo; 2) provide public service announcements at each covered athletic event educating attendees on Hospital's programs; 3) advertise and distribute athletic programming brochures; and 4) link to the Hospital's website on the School's athletics webpage, as authorize by the Board Policies, and applicable state and federal law. School further agrees that Hospital will have the opportunity to distribute the UH Sports Medicine playbook to parents and athletes before each athletic event as authorized by applicable state and federal law. Hospital agrees and understands that School has no responsibility to distribute said advertisements, including any Hospital brochure, program, flyer, or "playbook" on Hospital's behalf. Hospital has the sole responsibility to distribute any and all said advertisements. Hospital agrees that it will not conduct any promotional advertisements that cause a disturbance during an athletic event. The School further agrees to allow Hospital to have the opportunity to activate/provide giveaways at select/mutually agreeable games/activities, and for Hospital to sponsor award for Richmond Heights High School athlete of the year, if applicable. The Hospital will be solely responsible for selecting the athlete, and for providing advertising and award to such student. The School, however, agrees to allow the Hospital to present the award at the end of the season awards banquet/ceremony (if applicable).

IN WITNESS WHEREOF, the parties have executed this Agreement below:

School	**Hospital**
By:_____	By:_____
Printed: Cooper Martin	Printed:_____
Title: Treasurer	Title:_____
Date:_____	Date:_____

SPORTS MEDICINE SERVICES AGREEMENT
TERMS AND CONDITIONS

These Sports Medicine Services Agreement Terms and Conditions apply to the forgoing Sports Medicine Services ("Agreement") between School and Hospital as of the Effective Date. Terms defined in the Agreement are incorporated in these Terms and Conditions.

1. Acknowledgements.

Hospital's mission is To Heal. To Teach. To Discover., and Hospital is committed to meeting the health care needs of its community;

School operates the "Locations" identified on the first page of the Agreement, each of which maintains an athletic program;

Hospital and School have a mutual interest in protecting and promoting the health and safety of the School's students, recognize a community need for high-quality athletic care and acknowledge recent discoveries and research findings relating to sports-related concussions and other injuries that may result in long-term health conditions or limitations; and

School and Hospital desire to meet the team physician needs of the School's student athletes and general student population by making a Hospital employed or affiliated physician available on the premises of School and at certain athletic activities under the terms and conditions hereunder set forth.

2. Hospital Responsibilities.

(a) Hospital shall provide School with reports and documentation of the services provided hereunder as lawfully and reasonably needed by School to complete local, state, and federal reports.

(b) Hospital will provide School with the provider(s) (the "Provider") as set forth on the front page of the Agreement, who will cover, on average, the number of hours per week during the academic school year or as otherwise agreed to by the parties on the first page of this Agreement.

(c) The Provider shall be a resource during Events mutually scheduled by the parties' respective contacts set forth on the first page of this Agreement. Specific coverage requirements are set forth on the first page of this Agreement. The parties agree and acknowledge that the Provider is time limited and it would be impossible for the Provider to cover all athletic events within the weekly hours allocated for the Provider.

(d) An "Event" shall mean any athletic competitive event or other organized event attended or held by School and/or its teams. A "Practice" shall mean any non-competitive event for the purpose of team practice. A Practice shall not include unsanctioned, student run, or open events.

If Hospital is providing a Licensed / Certified Athletic Trainer ("LTAC"), then LTAC shall provide recommendations as to the priority of Events and Practices, however School shall be responsible for final LTAC coverage priority.

If Hospital is providing a Team Physician ("Physician" of "TP") then an "Event" shall mean home varsity football games organized or held by School or as otherwise set forth on the first page of this Agreement.

In all cases, Event and Practice coverage will be determined through mutual agreement between the School and Hospital by the first day of each "Athletic Season," as that term is commonly used within the School.

(e) During scheduled Event hours, the Provider will function as a coordinating resource for appropriate emergency care and first aid for injured athletes.

(f) Hospital agrees to provide a qualified substitute Provider, if possible, to cover scheduled absences of the primary Provider. Hospital will provide a substitute for all home varsity football Events.

(g) Hospital will employ Provider to perform services on School grounds. Hospital shall engage such persons as are required, as selected by Hospital, to perform necessary Provider services. In no way shall it be interpreted that these services will be performed by any one specific individual and the employment of individuals providing the services hereunder shall remain at the discretion of Hospital.

Additionally, if Hospital is providing a Physician, such Physician shall only be provided for the purposes of athletic trainer supervision (if applicable) and to coordinate with the School athletic trainer and local EMS, first aid and emergency services at Events. If applicable, the Physician shall work in coordination with the School athletic trainer to make any return to play decisions at Events.

(h) School acknowledges, agrees, and understands that the Provider is not responsible for the overall health, welfare, or wellbeing of any athletes, coaches, School staff, or School invitees, and the presence of the Provider does not prevent injuries or serve as a substitute for routine medical care.

(i) Hospital will ensure that the Physician providing services under this Agreement is board certified and holds an unrestricted licensed to practice medicine in the State of Ohio, and is trained in basic cardiopulmonary resuscitation (CPR) and automated external defibrillator use (AED).

(j) Provider shall not provide clearance of athletes to participate in sporting activities prior to the start of a season, further Provider shall not provide return to play clearance for Events.

(k) If Hospital is providing an Athletic Trainer ("AT"), then during scheduled Practice hours, the AT will: (i) coordinate documentation of available injury tracking software, if applicable; (ii) coordinate appropriate medical care for the injured athlete that includes either providing or facilitating access to initial evaluation, treatment, and rehabilitation under the guidance of the team physician/medical director; (iii) act as the liaison between the parent, physician, rehabilitation team and coach regarding evaluation, treatment, rehabilitation, and return to competitive status; (iv) document and record evaluations and treatments into the athlete's file that will be on file in a secure location, where medical records are ordinarily kept at the School, or another secure location as determined by the School; (v) supervise the use and operation of the athletic training room and control the inventory of supplies, however, School is ultimately responsible for the purchase and provision of supplies used for Events and Practices; and (vi) provide recommendations for the ordering and purchasing of supplies and equipment for the use in the athletic training room, subject to the set athletic training budget account.

(l) If Hospital is providing an LTAC, Hospital shall provide concussion baseline testing for any athlete or members of an athletic team mutually agreed upon by the athletic trainer and the athletic director.

(m) If Hospital is providing an LTAC, Hospital agrees to offer a Pupil Activity Validation (PAV) class and Cardiopulmonary Resuscitation/Automated External Defibrillator CPR/AED training to coaches on a specified date that is determined by Hospital.

3. School Responsibilities. In consideration for the services provided hereunder, School shall pay the "Annual Service Fee" set forth on the first page of this Agreement per each academic year the contract is in effect for athletic training services. Payment will be made in accordance with a payment schedule to be agreed upon by the parties. If a School chooses to utilize Hospital, AT(s) for additional coverage not stated within this agreement, School agrees to pay $35.00/hour for additional hourly coverage. In addition, School shall: (a) provide all reasonable and appropriate equipment and supplies for the delivery of Provider services delivered at the school site; (b) demonstrate coverage (for School vehicles) under a policy of vehicle liability insurance upon request; (c) provide all supplies and equipment needed for the provision of team physician services to students of School; (d) provide Hospital the "Promotional Consideration" set forth on the first page of this Agreement, attached hereto and made a part hereof; (e) require that students who suffer injuries or concussions produce an authorization to return to play signed by the student's physician (as required per ORC §4755 where Hospital provides an AT); (f) make parents aware of Lindsay's Law (Ohio Revised Code Sections: 3313.5310, 3707.58, and 3707.59 as amended) and obtain any parent, legal guardian, and student signatures required under Lindsay's Law to permit student athletes to participate in School activities, including Event; and (g) if Hospital is not providing a Physician, ensure on-site physician coverage for all home varsity football Events.

4. Mutual Responsibilities.

(a) Hospital and School will each demonstrate liability coverage in an amount not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate for their respective employees. Further, each Party shall provide automobile liability insurance providing coverage for any automobile with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence ***if*** *automobiles are used by that Party or its employees or agents in the performance of this Agreement.*

(b) School and Hospital will each provide a contact person to coordinate the performance of this Agreement and to resolve conflicts. At the Effective Date the initial contacts shall be the School Contact and Hospital Contact identified on the first page of this Agreement.

5. Term of Agreement. The initial term of this agreement shall be for a period of three (3) years, commencing on the Effective Date. Thereafter, this Agreement may be renewed by mutual agreement of the parties, and subject to Board approval of the same.

6. Termination. Hospital or School may terminate this Agreement for cause by providing thirty (30) days advance written notice (the "Default Notice") to the other of any material breach of the terms hereof. The party alleged to be in default shall have the right to cure the default within thirty (30) days of its receipt of the Default Notice. If the material breach cannot be cured within the thirty (30) day period (the "Cure Period"), then this Agreement shall terminate effective as of the date of the last day of the Cure Period. This agreement may be terminated with or without cause upon ninety (90) days written notice by either party. Further, either party may terminate this Agreement with respect to one or more of the Schools upon ninety (90) days prior written notice to the other party.

7. Non-Appropriation. Notwithstanding anything contrary in this Agreement, the School's obligations under this Agreement are contingent upon the approval of the

appropriation of funds by the School. In the event funds are not appropriated for any fiscal period sufficient to cover the District's obligations under this Agreement, including funds allocated to continue the School's athletic programs, the School may terminate this Agreement immediately, pursuant to this Paragraph.

8. Indemnification. To the fullest extent permitted by law and not otherwise barred by Chapter 2744 of the Ohio Revised Code, each party agrees to indemnify and hold the other harmless for any and all claims, judgments, demands, actions, causes of action, damages, expenses, including reasonable attorney fees and court costs, and sums of money of any nature whatsoever, arising out of any willful or negligent act or omission by the indemnifying party, its employees, agents, or contractors.

9. Miscellaneous.

(a) Health Care Compliance. The parties agree and acknowledge that, as a healthcare provider, Hospital must comply with Federal healthcare program requirements in order to participate in such programs and participation in Federal healthcare programs is essential to Hospital's business. Each party represents and warrants that neither it, nor any person providing services under this Agreement is ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs, and has not been convicted of a criminal offense that could result in such party or individual becoming ineligible to participate in such programs. In the event either party is or does become ineligible, the parties agree to meet promptly in good faith in order to resolve issues arising out of any such ineligibility; provided, however that either party may terminate this Agreement on thirty (30) days' written notice to the other party if such ineligibility is not resolvable to the satisfaction of either party. For the sake of clarity, the parties acknowledge that they are each committed to full compliance with all applicable laws, rules, regulations and state and Federal health care program requirements including without limitation, the Federal Anti-Kickback Statute, the Stark Law, and the rules, regulations and administrative guidance promulgated under the authority of such laws (collectively, "Laws"), and each party agrees to cooperate fully with the other party's applicable compliance program requirements. School and Hospital each represents and warrants that no part of any consideration under the Agreement is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor is any part of any consideration intended to induce illegal referrals of business or other illegal conduct.

(b) Civil Rights, Bullying and Sexual Harassment Compliance. Hospital will comply with the Federal Civil Rights Act of 1964 to the end that no person of the United States shall, on the ground of race, color, sex, age, creed, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program activity which is supported by Federal Funds. Hospital further agrees to comply with all applicable School policies and regulations and federal, state, and local laws and regulations related to non-discrimination, bullying, and sexual harassment.

(c) FERPA. Because Hospital, and any Provider, may have access, in the course of providing the services under this Agreement, to education information covered by the Family Education Rights and Privacy Act of 1974 ("FERPA"), the Individuals with Disabilities in Education Improvement Act ("IDEIA"), or applicable state privacy laws, it, along with its Providers, shall maintain the confidentiality of such information in accordance with the provisions of FERPA, IDEIA, and Ohio law. Unauthorized disclosure of confidential information in violation of FERPA, IDEIA, or Ohio law shall be a material breach of contract and shall constitute cause for the immediate termination of the Agreement. The provisions of this section shall survive the expiration of this Agreement.

(d) HIPPA Compliance. To the extent applicable, the parties and any Provider, shall perform, and shall require all of its employees, agents, and subcontractors to perform, all services under the Agreement in compliance with Part 162 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as well as all other parts of HIPAA applicable to the performance of services under this Agreement. .

(e) Independent Contractor. Hospital, and any Provider, for the purposes of this Agreement**,** shall not be considered an employee of School. Accordingly, the Hospital, and any Provider, shall be solely responsible for payment of any and all contributions, taxes or penalties now or hereafter imposed under any local, county, state or federal law due on account of the Hospital's employees or agents, including but not limited to taxes and/or contributions for social security, Medicare, worker's compensation, unemployment and retirement. Hospital further certifies that all Providers that provide services in accordance with this Agreement will have obtained and passed all criminal background checks in accordance with the Ohio Revised Code 3319.39 through 3319.393 prior to initiating services under this Agreement.

(f) Non-solicitation. During the term of this Agreement and for a period of one year following its expiration, School and Hospital shall not employ or solicit for employment any individual employed by the parties during any part of the term of this Agreement.

(g) Notice. Any Notices under this Agreement (other than notices of the event schedules) shall in writing and sent via First Class Mail, Return Receipt requested or by overnight delivery via a nationally recognized carrier and addressed to the parties' contacts as identified on this first page of this Agreement, or such other person or location as designated by the receiving party in writing. In addition, a copy of any notice to be sent to Hospital shall simultaneously be sent to University Hospitals Health System, Inc., 3605 Warrensville Center Road, Shaker Heights, Ohio 44122, Attn: Chief Legal Officer.

(h) Terms of Construction and Enforceability. The failure by either party to exercise or enforce any right hereunder shall not constitute the waiver or forbearance of any other right or provision afforded such party in this Agreement. If any covenant, agreement, term or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such covenant, agreement, term or condition to persons or circumstances other than those to which it is held invalid and unenforceable, shall not be affected thereby and each covenant, agreement, term and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. This Agreement may be amended or modified only by means of a written instrument executed by both Hospital and School, which amendment must contain the legend "Approved As To Form," which legend must also be executed by an attorney within the UHHS Law Department. Hospital and School each represent and warrant that the individual signing above on their behalf is duly authorized and empowered to enter into this Agreement on their behalf. This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether written, oral or implied, between the parties with respect to the subject matter of this Agreement. This Agreement is governed by Ohio law. Ohio and U.S. courts residing in Cuyahoga County Ohio shall be the exclusive venues for any disputes arising under this Agreement.

(i) Assignment and Subcontracting. Neither party may assign any rights or obligations under this Agreement without the express prior written consent of the other, such consent not to be unreasonably withheld.

(j) Community Benefit. The parties agree and acknowledge that the obligations of School, including the Promotional Consideration, the Annual Service Fee and consideration set fort hereinabove, may not be of not of commensurate value with the services provided by Hospital hereunder and may be less than the costs to be incurred by Hospital under this Agreement. It is the express intent and understanding of the parties that Hospital's contributions under this Agreement are primarily made to benefit the communities served by Hospital and School and to further Hospital's charitable mission.

(k) Non-Exclusivity. This Agreement is not exclusive and in no way prohibits Hospital from providing the same or similar services to any other school.