



Sports Medicine/Sponsorship Agreement

This Sports Medicine/Sponsorship Agreement (this "Agreement") is entered into and made effective as of November 30th, 2023 (the "Effective Date"), by and between TriHealth, Inc. on behalf of its affiliates and subsidiaries, an Ohio non-profit corporation ("TriHealth"), Beacon Orthopaedics & Sports Medicine, Ltd ("Beacon") and Lakota Local School District Board of Education ("School").

WHEREAS, School requires certain sports medicine services to support its athletic programs and desires that TriHealth and Beacon provide those services; and

WHEREAS, TriHealth and Beacon are qualified and desire to provide the sports medicine services to School in exchange for recognition as the official sponsor of School's athletic programs and for certain marketing services, as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

1. **Sports Medicine Services.** Beacon and/or TriHealth shall provide the services and its employed athletic trainers (individually an "AT" or collectively, the "ATs") as described on Exhibit A attached hereto and incorporated herein by reference.

All ATs shall be licensed as athletic trainers by the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board and shall be certified by the National Athletic Trainers Association Board of Certification ("NATABOC"). ATs shall provide the Services under the direction of a Beacon, TriHealth, or TriHealth-affiliated physician licensed to practice medicine in Ohio.

Beacon employs physicians who are engaged in the practice of sports medicine and orthopaedic surgery. Beacon shall provide the services described in Exhibit A, including physicians who will serve as Medical Directors to provide medical supervision and consultation to the School and its student athletes. Physicians shall be licensed to practice medicine in the state of Ohio.

Such physicians and the ATs are collectively referred to as "Professionals." Each Professional shall maintain a close working relationship with School's coaches, athletic director, and health athletic trainer(s) to ensure consistent communications

and quality of service, but School shall at all times respect each Professional's independent medical judgment and control over his or her professional services. At no time shall School knowingly issue to a Professional any direction or impose any requirement that would require the Professional to violate professional ethics or the mandates of his or her profession.

In addition, the Parties acknowledge and agree that college students who are enrolled in a college Athletic Training Program ("Student AT"), may be precepted by Professionals at School. At all times Student AT will be under the supervision and direction of Professionals. There will be no charges to School for any Services provided by Student AT. School shall be responsible for entering into an Affiliation Agreement with the college(s) where the Student AT's are enrolled.

2. **Annual Sponsorship Contribution.** TriHealth and Beacon shall provide an annual sponsorship contribution to School as set forth on Exhibit B.
3. **Sponsorship/Marketing Rights.** In exchange for the consideration provided by Beacon and TriHealth set forth on Exhibit A and Exhibit B, School shall provide all of the sponsorship rights and marketing services described on Exhibit C attached hereto and incorporated herein by reference (the "Sponsorship Rights"). Exhibit D to this Agreement shall set forth the shared logo to be used in connection with the Sponsorship Rights under this Agreement ("Shared Mark").
4. **Trademark License.** TriHealth hereby grants to School a nonexclusive, nontransferable, royalty free license (the "License") to use the TriHealth trademarks, service marks, name and/or logos included in the Shared Mark (the "TriHealth Marks") for the sole purpose of providing the Sponsorship Rights, and School accepts the License, subject to the terms and conditions contained in this Agreement. School acknowledges the ownership of the TriHealth Marks in TriHealth and agrees that it will do nothing inconsistent with such ownership. School agrees that all use of the TriHealth Marks by the School shall inure to the benefit of and be on behalf of TriHealth and shall be subject to TriHealth's prior approval. School agrees that nothing in this License shall give School any right, title or interest in the TriHealth Marks other than the right to use the TriHealth Marks in accordance with the License.

Beacon hereby grants to School a nonexclusive, nontransferable, royalty free license (the "License") to use the Beacon trademarks, service marks, name and/or logos included in the Shared Mark (the "Beacon Marks") for the sole purpose of providing the Sponsorship Rights, and School accepts the License, subject to the terms and conditions contained in this Agreement. School acknowledges the ownership of the Beacon Marks in Beacon and agrees that it will do nothing inconsistent with such ownership. School agrees that all use of the Beacon Marks by the School shall inure to the benefit of and be on behalf of Beacon and shall be subject to Beacon's prior approval. School agrees that nothing in this License shall give School any right, title or interest in the Beacon Marks other than the right to use the Beacon Marks in accordance with the License.

Upon termination of this Agreement for any reason, the above referenced Licenses shall terminate. School shall in such event cease all use of the Shared Mark, Beacon Marks, and TriHealth Marks immediately unless otherwise agreed in writing by the parties.

5. **Consideration.** The parties acknowledge that the consideration exchanged pursuant to this Agreement represents fair market value and that no remuneration or benefits of any kind shall be exchanged between the parties related in any manner to the value or volume of patient referrals. Further, it is neither the purpose nor the intent of this Agreement to induce or reward patient referrals and no consideration exchanged between the parties is intended to induce illegal referrals of business or other illegal conduct.
6. **Term and Termination.** This Agreement shall have an initial term of five (5) years from the Effective Date. The Agreement shall automatically renew for additional one (1) year terms unless terminated sooner pursuant to this Section. Either party may terminate this Agreement for any or no reason upon 30 days' advance written notice to the other party; provided, however, that if School terminates this Agreement for any reason other than an uncured material breach of the Agreement by TriHealth or Beacon, School shall refund to TriHealth and Beacon a pro-rata portion of the Sponsorship Fee, if applicable.
7. **Independent Contractors.** In the performance of all services under this Agreement, the Professionals shall be acting and performing as independent contractors at all times and shall not be deemed to be employees of School for any purpose. As independent contractors, the Professionals shall not be eligible for any benefits or benefit programs that School offers to its employees, and TriHealth and Beacon shall assume full responsibility for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or Workers' Compensation contributions related to their respective employees.
8. **Insurance.** Each party shall maintain the following insurance coverage during the term of this Agreement:
 - a. Comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - b. Workers' compensation coverage for all of its employees as required by law;
 - c. In the case of TriHealth and Beacon, medical malpractice professional liability insurance covering the Professionals in the minimum amount of \$3,000,000 per occurrence and \$5,000,000 in the aggregate;

All insurance shall be issued by insurance carriers with a minimum A.M. Best's rating of A- or better and authorized to provide insurance in the state of Ohio.

Each party shall be named as an additional insured on the commercial general liability and, as applicable, the professional or errors and omissions liability insurance policies of the other party. Upon request, each party shall provide the other party with certificates evidencing the insurance coverage required for such party as specified above. Each party agrees not to materially alter or cancel such insurance coverage without thirty (30) days' prior written notice thereof to the other party.

9. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party, its subsidiaries, directors, officers, trustees, employees, agents, servants, representatives, successors and assigns from and against any and all claims, demands, actions, settlements, judgments, liabilities, and against all loss, damage, costs, penalties, fines, causes of action, and expenses (including reasonable attorney fees and litigation expenses) arising out of the negligence or intentional act or omission of the indemnifying party, its employees, and agents in connection with the responsibilities created by this Agreement.

10. **Legal Compliance.** Each party shall perform its respective obligations under this Agreement in compliance with all applicable state, federal and local laws and regulations, including but not limited to laws and regulations addressing confidentiality of health information and education records.

11. **No Obligation to Make Referrals.** The parties acknowledge that nothing contained herein shall be interpreted to require or obligate School or any athlete, participant or spectator to utilize the services of Beacon or TriHealth. The parties further acknowledge that none of the benefits granted the parties under this Agreement is conditioned on any requirement or expectation that the School make referrals to, or be in a position to make or influence referrals to, Beacon or TriHealth. Further, and notwithstanding any other term of this Agreement, the parties agree that no term of this Agreement shall be interpreted as restricting or limiting in any way any patient's choice of provider for any healthcare services, including, but not limited to, those falling within the scope of the Services, hereunder.

12. **Privacy Laws.** Both Parties shall comply with any and all state and federal privacy laws and regulations that apply to the protection of individually identifiable health information as are in effect during the term of this Agreement including, without limiting the generality of the foregoing, the Health Insurance Portability and Accountability Act 1996 and the regulations promulgated thereunder ("HIPAA"). Both Parties agree to maintain privacy standards for any such information consistent with all implemented and applicable laws, rules and regulations. The terms of this Section shall survive the termination of this Agreement.

13. **E-Signatures.** The counterparts of this Agreement may be executed and delivered by electronic signature or by facsimile by one party to the other and the receiving party may rely on the receipt of such document so executed and delivered by electronic

means or facsimile as if the original had been received. At the request of any party, the facsimile or electronic document shall be re-executed in original form by the party who executed. No party may raise the use of electronic or facsimile delivery as a defense to the enforcement of this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including without limitation, matters of validity, construction, effect, and performance. The Parties consent to the exclusive jurisdiction of the courts of the State of Ohio in Hamilton County and the United States District Court for the Southern District of Ohio and waive any contention that any such court is an improper venue. This Section shall survive termination or expiration of this Agreement.

15. Force Majeure. No Party shall be liable to any other Party for any interruption or delay arising from causes beyond such Party's reasonable control, including acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire explosion, pandemic, power failure, telecommunications service failure or interruption, equipment failure, industrial or labor dispute, or inability to access necessary supplies.

16. Assignment. No Party may assign any of its rights or duties under this Agreement without the prior written consent of the other Parties; provided, however, TriHealth and Beacon may assign this Agreement to any of their respective subsidiaries or affiliates without the consent of School. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

17. No Third-Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the Parties hereto, and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

18. Authority to Execute. Each Party represents and warrants that the individual signing this Agreement on its behalf has the authority to do so.

19. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions and agreements between the parties. Except as otherwise provided herein, no changes, alterations, additions, modifications, or qualifications shall be made or had in terms of provisions of any paragraph in this Agreement unless the same shall be made in writing and signed by all parties.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date(s) set forth below.

School:

DocuSigned by:
By: Christopher T. Passarge
57675BDFFB54455...
Christopher T. Passarge
Name: _____
chief operating officer
Title: _____
Date: 9/18/2023

TriHealth:

DocuSigned by:
By: kelvin Hanger
604B7B888E0C45E
Name: kelvin Hanger
Title: President & COO
Date: 6/20/2023

Beacon:

DocuSigned by:
By: Andy Blankemeyer
F03E5D5FEFD441B...
Name: Andy Blankemeyer
Title: CEO
Date: 7/6/2023

EXHIBIT A
SPORTS MEDICINE
SERVICES

I. Beacon Services

- a. Medical Director and Team Physician Services. Beacon shall provide two fellowship trained, board certified orthopaedic specialists to serve as Medical Director/Team Physicians – one for Lakota East High School and one for Lakota West High School. The Medical Director/Team Physician will maintain a close working relationship with the School, athletic trainer(s), coaches and athletic director to ensure effective communication, quality, care coordination and service to the School’s athletes and staff. Beacon may assign a different Medical Director/Team Physician with thirty (30) days advance written notice to School. Beacon shall also provide a physician or advanced practice provider coverage at School’s home football games, which role may be filled by the Medical Director/Team Physician.
- b. Strength Program. Beacon shall provide one (1) Strength and Conditioning Coach who will provide services as directed by the Athletic Directors.

II. TriHealth Services

TriHealth shall provide Family Health Fair Day(s) as mutually agreed upon between TriHealth and School.

III. Joint TriHealth/Beacon Services.

- a. Athletic Trainer Services. Beacon and/or TriHealth shall provide three (3) Certified Athletic Trainers (“Athletic Trainers”), working under the direction of the Medical Director/Team Physician. Events and Practice coverage will be agreed upon by Beacon, TriHealth, and School. School shall have access to the provided Athletic Trainers who will communicate with the Medical Director/Team Physician, as needed.
- b. Priority Access. TriHealth and Beacon shall provide priority scheduling and access to School’s athletes and staff. TriHealth and Beacon shall give priority access, to the extent available, during normal business hours, for the following services and locations:
 - i. Physician office appointments;
 - ii. Imaging services; and
 - iii. Physical therapy (appointments during normal business hours)
- c. Other Sports Medicine Services. Beacon and/or TriHealth shall provide the following additional services to student athletes and staff:
 - 1. ImPACT baseline testing for all student athletes by a credentialed ImPACT physician as recommended by Medical Director;

2. Annual pre-participation physicals at a Beacon or TriHealth facility (For physicals performed by Beacon, athletes will be charged \$20/athlete; however, \$10 of the fee will be returned to School's athletic department for the purchase of athletic training supplies);
3. Pupil Activity Verification - First Aid/CPR/AED including CEU courses as needed to satisfy OHSAA certification requirements;
4. Wrestling Weight Certification;
5. Preventive care and sports medicine lectures on topics including strength and conditioning, hydration, sports psychology, concussion awareness, and others, upon request;
6. Guest lecture series in the classroom by Medical Director/Team Physician or qualified designee including bio-skills lab, as mutually agreed upon; and,
7. Shadowing and internship opportunities to include exposure to STEM, Allied Health, and health care career fields.

EXHIBIT B

Annual Sponsorship Contribution

TriHealth and Beacon agree to pay School a Sponsorship Fee of One Hundred Fifty Thousand Dollars (\$150,000.00) on an annual basis for district-wide marketing sponsorship.

In addition, TriHealth and Beacon agree to pay School as follows:

1. an annual contribution of Ten Thousand Dollars (\$10,000.00) for ten individual academic scholarships for deserving and high performing graduating seniors
2. an annual contribution of Ten Thousand Dollars (\$10,000.00) per high school to benefit outreach programming
3. an annual contribution of Fifty Thousand Dollars (\$50,000.00) to support the delivery of healthcare and safety services to the athletic department

EXHIBIT C

Sponsorship Rights & Marketing

- 1) Exclusivity. TriHealth and Beacon shall be identified as the School's official and exclusive providers for medical and sports medicine services. As the exclusive provider, School grants TriHealth and Beacon exclusivity for all athletic, performance, and all other events hosted by the School.
- 2) Website Recognition. The School shall recognize TriHealth and Beacon on the School's website as the School's official and exclusive providers for medical and sports medicine services. This recognition shall also include a short biography on the Medical Director(s).
- 3) Website Link. The School shall provide TriHealth and Beacon with a direct link on School website(s) and any school-maintained social media channels shall link to the Beacon and TriHealth websites. Beacon and TriHealth will be the only medical and sports medicine providers permitted to advertise on School websites and social media sites. The School will also promote TriHealth and Beacon on any School-supported online media channels.
- 4) Signage. School shall provide ample signage opportunities to TriHealth and Beacon on or near athletic scoreboards and/or other prominent location(s) at home athletic venues to include, but not be limited to, the football stadium, athletic fields, and basketball arenas of School venues. School shall also provide prominent space to TriHealth and Beacon in the School training room(s) for signage and promotional materials. The sign content and location for all sign placement shall be reviewed and approved by the Principal or his/her designee prior to installation.
- 5) Public Address Recognition. In the event the School makes public address announcements at athletic events, School shall recognize TriHealth and Beacon as the exclusive medical providers of the School. Such announcements will be drafted by TriHealth and Beacon, jointly, and approved by the School's Athletic Director or his/her designee.
- 6) Athletic Program Advertising. School shall provide TriHealth and Beacon a full-page ad in all School athletic programs and any similar programs for other events and/or teams associated with the School.

EXHIBIT D

SHARED MARK

***The Parties may revise and/or update the Shared Mark from time to time and reserve the right to provide updated marks within a reasonable time period to School.**

