SCHOOL-BASED HEALTH CLINIC AGREEMENT

This School-based Health Clinic Agreement (the "Agreement") is made and entered into as of the 30th day of September, 2026 (the "Effective Date") by and between the Buckeye Local Schools (the "School District") and Ashtabula Regional Medical Center (the "Hospital") (each a "Party", collectively the "Parties").

WHEREAS, the School District wants to engage Hospital to provide certain school-based health clinic services to its students; and

WHEREAS, the Hospital is willing to employ professionals who can provide school-based health clinic services to students at the School District; and

WHEREAS, Hospital and School District desire to enter into this Agreement so the Hospital can provide school-based health clinic services to School District's students on the campus of the Ashtabula Area City Schools located at Lakeside High / Huron Primary School, 2300 Wade Avenue, Ashtabula, Ohio

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises made herein and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Hospital's Obligations:

   A. Professionals: Hospital shall provide the services of one (1) licensed physician or nurse practitioner and additional support staff as needed (collectively, the "Professionals") to provide Services to the students at the School District for approximately twenty (20) hours per week, or as otherwise mutually agreed to by the Parties. Professionals may also provide services to patients who are non-students in the school-based health clinic.

   B. Services Provided by Hospital: The Hospital, together with the Professionals, shall provide the following services to the School District without regard to the insurance status of any individual student seeking care in the school-based health clinic:

      i) Clinical Services: The Professionals shall provide general primary care, which may include physicals, sick visits, and immunizations, and other services to students of the School District at times mutually agreed upon by the Parties (the "Services).

      ii) Medical Records: The Hospital shall create and maintain the medical records of students who receive clinical services, and the Hospital shall serve as custodian of the students' medical records. All medical records of students seen by the Professionals at the

School District shall be owned by and be the property of the Hospital.

iii) Billing and Collections: The Hospital shall have the sole responsibility to process, bill for, receive and retain fees for all Services rendered by the Professionals during the term of this Agreement.

iv) Supplies: Hospital shall provide all necessary or appropriate medical or other equipment and supplies needed by Professionals to perform the Services at its sole expense.

v) Background Checks: Hospital will provide School District with background checks within six (6) months from the date Services begin for each Professional who will be providing the Services. Hospital will ensure that each Professional is qualified to work with and around students and will comply with all School District policies and procedures.

2. School District's Obligations:

A. Transportation: School District shall provide transportation for students from the school building to the school-based health center, and from the school-based health center to the school building.

B. Patient Management: The School District shall facilitate the distribution of all required parental permissions needed to conduct the Services. Hospital will provide Services to students upon receipt of a properly executed consent. Verbal consent of the student's parent or guardian, with two witnesses, will be acceptable upon a student's first visit to the school-based clinic. Hospital will collect and maintain a written consent form, a representative example of which is attached hereto as **Exhibit A**, signed by each student's parent and/or legal guardian.

C. Marketing Responsibility: In consultation with Hospital, the School District shall assist in any and all marketing in order to promote the Services at the School District's sole expense. School District may use Hospital's name in marketing materials upon advance consent of Hospital.

3. Compensation to Hospital: Hospital shall have the right to submit its normal and customary charge to each student's health insurance for the Services rendered, and to retain all collections received. Hospital shall have the right to engage in normal processes to seek Medicaid qualification for students as appropriate.

4. Term:

A. Initial Term: This Agreement shall be for the 2026-2027 school year.

B. Renewal: The Agreement shall renew if additional grant funding is secured, or if the School District incurs the full cost of transportation for the successive school year.

5. Termination:

A. Automatic Termination: This Agreement shall automatically terminate upon i) completion of the pilot program or exhaustion of funding if prior to the conclusion of the 2026-2027 school year, ii)Hospital's written notice to the School District in the event Hospital is unable to recruit or retain employment of the Professionals necessary, in the Hospital's discretion, to provide the Services, or iii) upon mutual written agreement of the Parties.

B. Termination For Cause: Either Party may terminate this Agreement with cause upon written notice of the non-terminating Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement where such failure shall have continued for a period of thirty (30) days after written notice thereof has been given; provided however, that termination shall be immediate if the cause is not subject to a cure.

C. Termination Without Cause: After completion of the Initial Term, either Party may terminate this Agreement at any time without cause upon thirty (30) days' advance written notice to the other Party.

D. 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.

6. Indemnification: Hospital agrees to defend, indemnify and hold harmless School District, its Board of Education, employees, agents, members, officers, representatives, lawyers, subsidiaries, affiliates, insurers and reinsurers, successors and assigns whether individually, jointly and/or severally from any and all claims arising out of the Services rendered by Hospital pursuant to the terms of this Agreement. The defense and indemnity obligation set forth herein will apply regardless of whether a claim is alleged to arise, directly or indirectly, in whole in in part, from the negligence, whether active or passive, or misconduct of, Hospital, its personnel, employees or agents related to the Services contemplated herein. The expenses contemplated herein include, but are not limited to, the payment of any sums that may be due and owing with respect to said claims, attorney fees, expert witness fees, and any and all other costs and expenses that may arise from any and all claims, demands, loss, action, causes of actions, rights, damages, litigation, expenses and/or compensation of every type and nature brought by any person, corporation or entity, asserting any claim whatsoever directly or indirectly against the School District, its Board of Education, employees, agents, members, officers, representatives, lawyers,

subsidiaries, affiliates, insurers and reinsurers, successors and assigns. Notwithstanding anything to the contrary, Hospital shall have the right to defend School District with counsel of Hospital's choosing in the event a claim is made against School District as contemplated herein.

7. Independent Contractor: The Parties understand and agree that they are independent contractors with respect to one another in the performance of this Agreement, and that the Professionals' work, duties, and responsibilities under this Agreement are performed solely as Hospital's employees. This Agreement creates no relationship between Hospital and School District whatsoever of agency, partnership, joint venture or employment. This Agreement does not empower either Party or its agents, employees or assigns to bind the other Party contractually or otherwise in any way. It shall be Hospital's sole responsibility to supervise and compensate the Professionals.

8. Confidentiality of Protected Health Information: The Services performed under this Agreement may involve the disclosure of protected health information for purposes related to treatment, payment and hospital operations as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Hospital will hold all protected health information received under this Agreement in strictest confidence, and will observe and abide by HIPAA privacy and security rules.

9. Non-Solicitation: School District covenants and agrees that during the Term of this Agreement and for a period of one (1) year following termination of this Agreement, School District shall not, whether directly or indirectly, employ or contract with, or solicit or offer employment or a contract to, any Professionals providing Services under this Agreement. School District specifically agrees that the covenants in this Section are reasonable in both scope and duration, and because the remedies for a breach are inadequate and the result would irreparably harm Hospital, that Hospital may, in addition to any other remedies available at law or in equity, enforce said covenants by obtaining an immediate injunction in a court of law or equity without the necessity of posting any bond in cash or otherwise. Each Party's obligation under this Section shall survive the termination of this Agreement.

10. Modification: Either Party may modify this Agreement. Modifications shall be written and signed by both Parties to the Agreement.

11. Assignment: Either Party may assign this Agreement only upon the prior written consent of the other Party.

12. Insurance: Each Party shall maintain policies of 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.

13. 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.

14. Notice: Notice required or permitted under this Agreement shall be effective upon mailing by certified, regular, or electronic mail to the other Party as follows:

If to Hospital:
Ashtabula Regional Medical Center
Attn: Leonard Stepp, Jr. , President
2420 Lake Avenue
Ashtabula, Ohio 44004

With a copy to:
Tina Stasiewski, VP Business Development
Ashtabula Regional Medical Center
2420 Lake Avenue
Ashtabula, Ohio 44004

and

Christopher M. Huryn
Roetzel & Andress
222 South Main Street, Suite 400
Akron, Ohio 44308

If to School District:
Mr. Patrick Colucci, Superintendent
Buckeye Local Schools
3436 Edgewood Drive
Ashtabula, Ohio 44004

and

Kassi Brand, Treasurer
Buckeye Local Schools
3436 Edgewood Drive
Ashtabula, Ohio 44004

and

(insert School District attorney)

15. Ohio 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 Ashtabula, 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.

16. 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.

17. 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. 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.

18. 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

B. that it shall not employ or contract with, with or without compensation, any individual or entity (singularly or collectively, "Agent") listed by a federal agency as Debarred or found on the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control. 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 (http://epls.gov), the Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (www.exclusions.oig.hhs.gov/search.html), or the List of Specially Designated Nationals and Blocked Persons (http://www.ustreas.gov/offices/enforcement/ ofac/), which internet sites may be revised from time to time by the U.S. government.

C. 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 the List of Specially Designated Nationals and Blocked Persons during the term of this Agreement, that Party agrees to notify the other immediately.

D. Debarred entity or individual's participation hereunder shall automatically terminate upon receipt of such notice without any further action or notice.

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. Each Party agrees that the other shall have the right to automatically terminate this Agreement in the event that the other Party fails to comply with this provision.

19. Entire Agreement: This document contains the entire 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.

20. 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.

21. Anti-discrimination Clause: Parties agree to comply with all applicable federal and state laws prohibiting discrimination against persons on account 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.

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

Ashtabula Regional Medical Center

Buckeye Local Schools

By: _____

Name: Leonard Stepp, Jr.

Title: President

By: _____

Name: Patrick Colucci

Title: Superintendent

Kassandra Brand

By:

Name: Kassi Brand

Title: Treasurer