

AGREEMENT FOR CERTIFIED ATHLETIC TRAINER SERVICES
between
OSF MULTI-SPECIALTY GROUP
and
DUNLAP HIGH SCHOOL

This AGREEMENT FOR CERTIFIED ATHLETIC TRAINER SERVICES (“**Agreement**”) is entered into as of the date last written below, by and between OSF MULTI-SPECIALTY GROUP, an Illinois not for profit corporation (“**OSF**”) and DUNLAP HIGH SCHOOL (“**School**”).

WHEREAS, OSF employs certified athletic trainers qualified to provide athletic training services to students participating in interscholastic sports; and

WHEREAS, School desires to obtain the services of one or more certified athletic trainers employed by OSF (each a “**Certified Athletic Trainer**” and collectively the “**Certified Athletic Trainers**”) to provide appropriate athletic training services for the safety and welfare of students participating in interscholastic sports and athletics at School, according to the terms of this Agreement; and

WHEREAS, OSF desires to provide the services of one or more Certified Athletic Trainers according to the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, and in reliance upon the recitals set forth above, which are incorporated herein by reference, the parties hereto agree as follows:

1. OSF'S RETENTION AND CONTINUING OBLIGATIONS.

1.1 Retention. School hereby retains OSF and OSF accepts such retention and agrees to provide the professional services of Certified Athletic Trainers. All services provided by OSF under this Agreement shall be provided in accordance with OSF policies, the Ethical and Religious Directives for Catholic Health Care Services, as amended from time to time, promulgated by the United States Conference of Catholic Bishops, as interpreted and applied by OSF, and the terms of this Agreement. OSF shall be accountable to School through School's Athletic Director or his/her designee ("**Athletic Director**").

1.2 Continuing Obligations. During the Term of this Agreement, OSF shall cause each Certified Athletic Trainer to hold a currently valid Illinois license to provide athletic training services, as issued by the Illinois Department of Financial and Professional Regulation in accordance with the Illinois Athletic Trainers Practice Act 225 ILCS 5/ (the "**Act**").

2. DUTIES AND COVENANTS OF OSF.

2.1 Services. OSF agrees to provide the athletic training services ("**Services**") of two (2) Certified Athletic Trainers to student athletes of School, in accordance with Section 2.2 herein. Certified Athletic Trainers shall provide Services on-site at School, or at

such other School-hosted location(s) at which School athletes regularly participate in practices or events which are considered “home” locations, during regularly scheduled sporting practices and events, all as designated by School. Certified Athletic Trainers’ on-field coverage of specific sporting practices and/or events shall be at the direction of the Athletic Director, in consultation with the Certified Athletic Trainers.

School shall request services of the Certified Athletic Trainers for off-site/”away” coverage of specific practices and/or events at least 30 days in advance, and such coverage shall be provided only upon the mutual agreement of the parties.

Services may include, without limitation and as appropriate:

- 2.1.1 Pre-practice/practice preparation;
- 2.1.2 Event preparation/event coverage;
- 2.1.3 Post-practice/event injury follow-up;
- 2.1.4 Evaluation of injuries, provision of treatment and instruction, oversight and direction of rehabilitation/functional progression of School athletes back to activities of daily living/the student athlete's sport;
- 2.1.5 In-service educational programs to School students, staff and administration, as requested by School;
- 2.1.6 Baseline concussion testing for School athletes pursuant to a schedule mutually agreed upon by School and OSF;
- 2.1.7 Evaluation/instruction on preventative programs to assist with injury prevention upon request and agreed upon by both Parties; and
- 2.1.8 Telephone consultation access to Certified Athletic Trainers for school administration, coaches and athletes/parents. In the event a Certified Athletic Trainer is unavailable, OSF will make commercially reasonable efforts to provide for telephone consultation access to another certified athletic trainer.

Certified Athletic Trainers’ Services shall be under the direction of a physician designated by OSF, or such other physician providing services to a School student athlete, as applicable, all in accordance with the Act.

- 2.2 Scheduling of Services. Certified Athletic Trainers shall provide Services up to a maximum of six (6) days per week, up to a maximum of forty (40) hours per week (per Certified Athletic Trainer), during regularly scheduled School-hosted sporting practices and events, all in accordance with a schedule mutually agreed upon by School and Certified Athletic Trainers. Coverage of sporting practices on Saturdays shall be optional, based upon request of School and availability of and agreement by Certified Athletic Trainer(s).

At the start of each School Year (as such term is defined in Section 5.1), School shall

provide OSF and Certified Athletic Trainers with a schedule of regular season practices and event dates and times at which School requests coverage by a Certified Athletic Trainer. School and Certified Athletic Trainers will meet monthly to confirm any updates to schedules. School shall provide no less than forty-eight (48) hours advance notice to OSF and Certified Athletic Trainers of any scheduled/rescheduled or additional sporting practice or event, including post-season events, for which School desires coverage by Certified Athletic Trainer; School acknowledges that in the event such notice is not provided, Services may not be available.

In the event a Certified Athletic Trainer is unable to provide coverage of any previously agreed-upon practice or event, whether due to illness, vacation or otherwise, OSF will make commercially reasonable efforts to provide and/or coordinate temporary substitute coverage by another certified athletic trainer.

In the event of any scheduling conflict that develops due to multiple practices and/or events at School (or such other School-hosted location), coverage by Certified Athletic Trainers will be mutually prioritized by School and OSF, in consultation with the Certified Athletic Trainer. Notwithstanding the foregoing, the parties acknowledge and agree that on-field coverage of football games shall take precedence over on-field coverage of other sporting events.

Coverage by a Certified Athletic Trainer at any non-School hosted sporting event (i.e., "away games") at which School student athletes participate shall be mutually agreed upon by School and OSF, in consultation with the Certified Athletic Trainer.

- 2.3 Limitation of Services Under this Agreement. School specifically acknowledges that this Agreement is limited in scope to the professional services of Certified Athletic Trainers as set forth herein, and further acknowledges that the provision of professional medical services provided by an OSF orthopedic surgeon or non-surgical sports medicine physician or other OSF physician or healthcare provider to a School athlete is outside of the scope of this Agreement.
- 2.4 Insurance. OSF shall maintain professional and general liability insurance (which may be provided through self-insurance) covering the Certified Athletic Trainers providing Services under this Agreement, for acts and omissions within the scope of the Certified Athletic Trainers' employment by OSF, with each insurance coverage carrying limits of no less than \$1,000,000 per occurrence or claim and \$2,000,000 in the annual aggregate. OSF shall also maintain workers' compensation insurance coverage for its employees providing Services under this Agreement.

3. DUTIES AND COVENANTS OF SCHOOL.

- 3.1 Facilities, Equipment and Supplies. School shall provide all facilities and equipment necessary for the sporting events at which the Services of the Certified Athletic Trainers are requested, and shall maintain such facilities and equipment in good and proper order and working condition. Upon request of OSF, School shall also provide

all expendable medical supplies, tape, etc. that are reasonably necessary for the provision of Services. School specifically acknowledges and agrees that neither OSF nor any Certified Athletic Trainer providing Services hereunder is responsible for: (i) the inspection, maintenance or supervision of the facilities at which an event occurs, or (ii) the selection, inspection or maintenance of any athletic training equipment or supplies provided by School. School shall hold Certified Athletic Trainers, OSF, and its Board, officers, employees, agents and representatives harmless from any claim or cause of action arising out of or in connection with the failure or alleged failure to appropriately maintain facilities, equipment or supplies described herein.

3.2 Operational Requirements. School shall also:

- a. Provide access to adequate, secure space for the Certified Athletic Trainers to use for the provision of Services under this Agreement that is accessible to all School student athletes;
- b. Provide qualified coaching staff, who shall work in collaboration with the Certified Athletic Trainers as necessary for the safety and support of student athletes;
- c. Provide a safe environment for the provision of Services under this Agreement during practices and competitions;
- d. Notify OSF immediately if questions or concerns arise regarding any aspect of the Services provided under this Agreement; and
- e. Warrant that it has all requisite authority to enter into this Agreement.

3.3 Student Athlete Consent. In the event the consent or authorization of a School Athlete or his/her parent or legal guardian is required for the provision of Services by a Certified Athletic Trainer under this Agreement, School shall be solely responsible for securing any necessary consent(s) and/or authorization(s) relating to the provision of Services by a Certified Athletic Trainer. School shall hold Certified Athletic Trainers, OSF, and its Board, officers, employees, agents and representatives harmless from any claim or cause of action arising out of or in connection with School's failure or alleged failure to obtain any consent or authorization necessary for the provision of Services by a Certified Athletic Trainer under this Agreement.

3.4 Records. School shall maintain student records, including any records created by Certified Athletic Trainers in the course of the provision of services under this Agreement that constitute student records, in accordance with all applicable federal and state law including without limitation, the Family Educational Rights and Privacy Act (FERPA) and the Illinois School Student Records Act (ISSRA).

3.5 Marketing. School shall:

- 3.5.1 Permit OSF to place banners identifying OSF as the official athletic training provider of School in mutually agreed upon locations. OSF acknowledges that the production and hanging of such banners shall be at OSF's sole cost

and expense.

- 3.5.2 Place the OSF logo and website link, as designated by OSF, on the School's athletics website;
- 3.5.3 Permit the use of School's name and logo on the OSF website; and
- 3.5.4 Permit OSF to embroider, at OSF's sole cost and expense, School apparel with the OSF logo.

4. COMPENSATION.

4.1 Compensation.

4.1.1 Base Compensation Rate. In consideration of the Services provided under this Agreement, School shall compensate OSF as follows:

4.1.1.1 2026-2027 School Year. The sum of Fifty Three Thousand Nine Hundred Ninety Six and No/100 Dollars (\$53,996.00) for the Services provided during the 2026-2027 School Year (as such term is defined in Section 5.1 herein).

4.1.1.2 2027-2028 School Year. The sum of Fifty Eight Thousand Six Hundred Twenty Five and No/100 Dollars (\$58,625.00) for the Services provided during the 2027-2028 School Year (as such term is defined in Section 5.1 herein).

4.1.1.3 2028-2029 School Year. The sum of Fifty Eight Thousand Six Hundred Twenty Five and No/100 Dollars (\$58,625.00) for the Services provided during the 2028-2029 School Year (as such term is defined in Section 5.1 herein).

School shall pay the base rate identified above for the applicable School Year in twelve (12) equal monthly installments, unless the parties mutually agree upon a different payment schedule.

Notwithstanding the foregoing, beginning with the 2026-2027 School Year and for each subsequent School Year during the Term of this Agreement in which School maintains the Healthy Roster and ImPACT Concussion software and provides a license to both Certified Athletic Trainers for use of such software, in consideration of School's implementation of such software (which the parties acknowledge that School implemented at the request of OSF), the compensation otherwise owed by School to OSF under this Section 4.1 shall be reduced by an amount equal to the annual cost to School to maintain the Healthy Roster and ImPACT Concussion software, up to a maximum amount of Two Thousand and No/100 Dollars (\$2,000.00) per School Year. School shall provide sufficient evidence to OSF of the direct cost to School to maintain Healthy Roster and ImPACT Concussion software for the School Year, and OSF and School shall mutually agree upon a process to credit School or otherwise reduce the charges to School for Services

provided in such School Year in an amount equal to the direct costs incurred by School in maintaining the Healthy Roster and ImPACT Concussion software for such School Year subject to a maximum limit of Two Thousand and No/100 Dollars (\$2,000.00) per School Year. In the event OSF provides Services under the Agreement for less than an entire School Year, the amount credited to School shall be pro-rated accordingly.

4.1.2 Excess Hours Rate. In addition to amounts specified above, in the event School requests Services of a Certified Athletic Trainer that results in the provision of Services in excess of one thousand six hundred (1,600) hours for either Certified Athletic Trainer for any School Year during the Term of this Agreement, School shall pay to OSF the sum of Thirty Five and No/100 Dollars (\$35.00) per hour for each hour that exceeds 1,600 hours in a School Year, per Certified Athletic Trainer.

4.1.3 Away Game Mileage. In the event School and OSF mutually agree to the provision of Services at any non-School hosted sporting event (i.e., “away game”) at which School student athletes participate, School shall reimburse OSF for mileage incurred by Certified Athletic Trainer(s) or any other OSF agent or employee providing Services under this Agreement, for event coverage services requiring round-trip travel of twenty-five (25) miles or more. Mileage shall be calculated based on travel to and from the School. School shall reimburse OSF for mileage at the IRS standard mileage rate then in effect.

School acknowledges that the compensation paid under this Section 4.1 of this Agreement is in consideration of those Services specifically outlined herein. In the event a School student athlete obtains the services of a Certified Athletic Trainer, OSF physician or other provider at an OSF facility or otherwise, and such services are not specifically covered by this Agreement, OSF shall have the full right and authority to bill the School student athlete and/or any applicable insurance or third party payor for such services.

5 TERM AND TERMINATION.

5.1 Term. The Term of this Agreement shall commence as of July 1, 2026 (the “**Effective Date**”) for a term of three (3) School Years (the “**Initial Term**”). For purposes hereof, a “**School Year**” shall be defined as July 1 through the following June 30; subject, however, to termination under Section 5.2.

5.2 Termination. This Agreement may be sooner terminated upon the following:

5.2.1 Agreement. Written agreement by both parties to this Agreement.

5.2.2 Failure to Follow Decision of Certified Athletic Trainer. In the event a School coach or other School official fails to follow the decision of a Certified Athletic Trainer (or the OSF-designated substitute) with respect to a School student athlete's ability to participate in one or more practice(s) and/or event(s), then OSF may terminate this Agreement upon notice to School.

5.2.3 Breach. In the event of the breach of this Agreement by either party, and the failure of the breaching party to correct such breach within ten (10) business days after written notice of breach, the non-breaching party may terminate this Agreement upon notice to the breaching party.

5.2.4 Notice. Either party may terminate this Agreement at any time upon ninety (90) days' prior written notice, provided, however, that termination under this subsection shall not be effective prior to the end of the 2026-2027 School Year.

5.2.5 Staffing Shortage. In the event one or both of the Certified Athletic Trainers primarily assigned to provide Services to School is no longer able to provide Services under this Agreement (whether due to termination of employment with OSFMSG or long-term unavailability), and after good faith efforts OSFMSG is unable to secure alternate coverage for the Services required under this Agreement, then OSFMSG may terminate this Agreement upon not less than thirty (30) days written notice to School.

5.3 Post-Agreement Access. In the event of the expiration or termination of this Agreement for any reason, Certified Athletic Trainers shall be granted continued access to School facilities for a reasonable amount of time after expiration or termination, to enable Certified Athletic Trainers to complete all records and to collect equipment (if any) and any other items belonging to OSF and/or Certified Athletic Trainers.

5.4 Termination of Other Agreements. This Agreement supersedes any and all other agreements, either written or oral, between the parties hereto with respect to the subject matter hereof, and all other such agreements, either written or oral, shall be considered terminated as of the Effective Date of this Agreement.

6 MISCELLANEOUS.

6.1 Independent Contractor Status. School and OSF agree that they are each independent contractors, and neither School nor any of its agents, representatives, students, or employees shall be considered employees of OSF, nor shall OSF or any of its agents, representatives or employees be considered agents, representatives or employees of School. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School and OSF shall each be liable for its own debts, obligations, acts and omissions, including payments of all required withholding, social security, and other taxes or benefits. No OSF employee shall look to School for any salary, insurance or other benefits. School will file and furnish OSF with a copy of IRS Form 1099 as required by law.

6.2 Assignment. This Agreement and all rights and benefits hereunder are personal to OSF and School, and neither this Agreement nor any right or interest of OSF or School herein, or arising hereunder, shall be voluntarily or involuntarily sold,

transferred or assigned without the written consent of the other party, and any attempt at assignment without such consent is void. However, OSF may assign its rights, duties and obligations hereunder to an affiliate or subsidiary legal entity.

- 6.3 Changes or Modifications. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by OSF and by School. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.
- 6.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and replaces any and all other agreements, either written or oral, between the parties hereto with respect to the subject matter hereof, and all other such agreements, either written or oral, shall be considered terminated as of the Commencement Date of this Agreement, as set forth in Section 5.1 herein. School and OSF acknowledge that in entering into this Agreement, they have relied solely upon the representations and agreements contained in this Agreement.
- 6.5 Notices. Notices required herein shall be considered effective when delivered in person or when sent by United States Certified Mail, postage prepaid, return receipt requested, and addressed to:

OSF:

Chief Executive Officer
OSF Multi-Specialty Group
124 SW Adams Street
Peoria, IL 616102

School:

Attn: Athletic Director
Dunlap High School
5220 Legion Hall Rd.
Dunlap, IL 61525

with a copy to:

Attn: Ian Swindler, LAT, ATC, ITAT
Manager Sports Outreach
OSF Orthopedics
303 N. William Kumpf Blvd.
Peoria, IL 61605

or to such other address as may be designated by the respective parties by notice given pursuant to this section from time to time.

- 6.6 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the internal laws of the State of Illinois.
- 6.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 6.8 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of

any subsequent breach of the same or other provision hereof.

- 6.9 Interpretation. This Agreement is a result of negotiations between the parties, none of whom have acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular, the plural. The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The section titles and other headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.
- 6.10 FERPA. School and OSF acknowledge that certain information about School’s students is contained in records maintained by School and/or OSF and that this information is confidential by reason of School policy and the Family and Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S.C. 1232g). Both parties agree to protect these records in accordance with FERPA and School policy (which policy(ies) shall be shared with OSF and Certified Athletic Trainer(s) in advance of the provision of any services hereunder). To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- 6.11 Liability. Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

[Signature page follows]

IN THE WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

OSF:

OSF Multi-Specialty Group, an Illinois not-for-profit corporation

Signature

Date

Title

Dunlap High School:

Signature

Date

Title