

Good Shepherd Medical Center School Agreement

This Agreement, dated the ____ day of October 2015, is made and entered into by and between Good Shepherd Medical Center (GSMC) and **MARSHALL Independent School District** ("School") to be in effect according to its terms and conditions from and after being signed by both parties.

Now therefore, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties respectively covenant, contract and agree as follows:

1. It is the intent of School to enter into the following agreement(s) with GSMC (choose as applicable) which description is given on the attached Exhibit A:

<u>PROGRAM</u>	<u>CHARGE</u>
Basic Coverage	\$ 2,000.00
Extended Coverage	\$ 5,000.00
Comprehensive Coverage	\$ 7,500.00
Shared Partnership	\$18,000.00
Concussion Oversight Team	NO CHARGE if in-kind advertising is provided as set forth in Exhibit A.

2. Athletic Trainers

As applicable by School's program selection, GSMC will have a Licensed Athletic Trainer available to the school during the term of this agreement. In cooperation with physicians and other allied health personnel, the Athletic Trainer assists in the management, prevention, recognition and rehabilitation of injured athletes and works with coaches and parents in coordinating the healthcare of the injured athlete(s) with local healthcare providers. This will be accomplished through personal visits to the School's campus per the service package selected. The Athletic Trainer will work under the supervision of the designated GSMC Sports Medicine Physician Director or the physician that is providing care for the injured athlete. The Athletic Trainer will work cooperatively and under the direction of GSMC's Sports Medicine program with respect to treatment/course of action for:

- a) Evaluation of injuries/first-aid for injured students
- b) Rehabilitation of injuries as necessary
- c) Operation and use of Therapeutic Modalities as necessary
- d) Physician Referrals as necessary
- e) Brace application as deemed necessary

In Addition, the GSMC Sports Medicine Coordinator/Athletic Trainer will, upon request, assist the School in other ways such as:

- a) Evaluate equipment/supplies for the district and make recommendations
- b) Assist with completion of injury reports for School Supplemental Insurance claims forms if requested by school district.
- c) Provide public relations to School District's organizations

3. School Visits and Responsibilities

As applicable by School's program selection, the Athletic Trainer will visit the School in accordance with Exhibit A, beginning first two-a-day practice in August of the contracted school year and continuing until the second week of May of the contracted school year. School visits will not occur during the week of Thanksgiving, during the scheduled Christmas holiday, or during the week of Spring Break unless otherwise requested in advance by the School. In the event that the school will be closed during the time of a scheduled school visit, the School's Athletic Director will arrange, in advance, with the Sports Medicine Coordinator, an alternate visit schedule if necessary.

The Athletic Trainer will evaluate/treat injured athletes within their scope of practice and make recommendations to the family/coaching staff regarding the health/activity status of the athlete.

A School visit schedule (day & time) will be agreed upon, prior to football season, by the School's Athletic Director and the GSMC Sports Medicine Coordinator.

The School and GSMC agree that it will be in the best interest of a student with an injury determined to require medical attention, the school will comply with the recommendations of the GSMC Sports Medicine Department's Athletic Trainer.

The evaluation/treatment of student athletes is to be performed by the Athletic Trainer in the presence of a coach/administrator employed by the School.

The Athletic Trainer is not allowed to transport students/school personnel and or school district supplies/equipment by way of vehicle for any circumstance.

The Athletic Trainer's role at the school while at practice or games is strictly for medical evaluation, rehabilitation, and emergency medical response within the scope of practice for Athletic Trainer and is not a substitute for evaluation, assessment and/or treatment by a physician, mid-level provider or EMT.

The Athletic Trainer is not responsible for obtaining and/or maintaining relevant school records (Athletic Physicals forms, the Acknowledgement of Rules forms, Previous Participation forms, Steroid and Concussion Acknowledgement Forms or any other UIL forms as required by the UIL). The Athletic Trainer will maintain all records of injury evaluation and relevant follow-up as medical records belonging to GSMC and may make recommendations within the scope of practice for an Athletic Trainer to the family and school as is deemed necessary.

4. Physicians

The Athletic Trainer will make recommendations for an appropriate physician as needed. The Athletic Trainer will first consult the injured athlete's parent/guardian as to the physician of choice. In the event that the parent/guardian does not have a preference, the Athletic Trainer will consult with the Athletic Director and the parent/guardian, subsequently arranging for the athlete to be scheduled with the first available physician.

Once the athlete has been evaluated by a physician, the athlete is considered to be under the care of that physician and the activity status is determined by that physician. In the event the athlete is advised not to participate and the School allows the athlete to participate in activities against the advice of the treating physician, the School will assume all liability and defend, indemnify and hold GSMC or any representatives of GSMC and the treating physician harmless. Returning the athlete to play without the treating physician's release/approval, whether written or verbal, is a breach of this Agreement and may result in the termination of this Agreement by GSMC.

Treatment services performed by a physician will follow normal guidelines for fees established by each physician's office.

5. Weather/Unknown circumstance considerations and event coverage

GSMC will provide game coverage for games/events scheduled prior to a given sports season per the service package selected in Exhibit A. As weather or other unknown circumstances is commonly a factor in schedule changes, GSMC will make every attempt to provide coverage for the re-scheduled home Varsity game due to weather or other circumstances but cannot guarantee such coverage. GSMC would request that the AD or particular sport coach communicate any changes to the assigned Athletic Trainer or Sports Medicine Coordinator as early as possible.

6. Public Address Announcement

a. Home varsity football games

GSMC requests that a "GSMC Saturday Morning Sports Injury Clinic" promotional public address announcement be made prior to the start of the game and during the 4th quarter of any home varsity football game. The content of the announcement will be provided to the School's Athletic Director prior to the football season.

b. Other Events

GSMC requests that a promotional public address announcement be made during any event whereby GSMC is providing Sports Medicine/Athletic Trainer coverage. The content of the announcement will be provided to the School prior to the event(s).

7. Right of First Refusal for Sponsorship of Athletic Events

GSMC will be given the right of first refusal for sponsorship of athletic events. Any request for sponsorship of an event must be submitted in writing to the Sports Medicine Coordinator no later than 30 calendar days prior to the event. The Sports Medicine Coordinator will submit the request for sponsorship to the Marketing Department at GSMC for consideration.

8. Saturday Morning Injury Clinic

GSMC will host the Saturday Morning Sports Injury Clinic during football season. The location, dates and times of the Saturday Morning Sports Injury Clinic will be provided to the School's Athletic Director prior to football season. There will be no charge for the evaluation by an orthopedic physician, x-rays, and treatment rendered that day at the Clinic.

In the event that further medical services/bracing/physician services are deemed necessary by the treating physician, the billing for services are to follow customary fee guidelines for services rendered by the medical provider.

9. Health Insurance Portability and Accountability Act ("HIPAA")

Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements," to the extent applicable. Each party agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. §1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. To the extent applicable under HIPAA, each party shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

10. Term and Termination

The term of this agreement shall commence on August 1, 2015, or such other date mutually agreed to by the parties, and shall continue for a period of one year. The term of this contract shall automatically renew for successive one year terms unless earlier terminated by either party. Either party may terminate this contract without cause upon thirty (30) days written notice.

11. Miscellaneous

a) Entire Agreement

This instrument constitutes the entire agreement between the parties and any prior agreements, promises, and negotiations or representation not expressly set forth in this Agreement will be of no effect unless and until made in writing and signed by both parties hereto.

b) Venue and Surplusage

This Agreement will be controlled, construed, and enforced by Texas Law, with venue in Gregg County, Texas, and any provision, term or statement not enforceable shall for all purposes be considered surplusage and not part of this Agreement.

c) Indemnification

Both parties shall defend, indemnify, and hold each other harmless from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses and attorney's fees, which may arise because of the acts or omissions of the indemnifying party, its agents or employees in the performance of its obligations under this Agreement.

d) Survival of Termination

All provisions of this Agreement relating to confidentiality, nondisclosure, non-compete, limitation of liability, warranty disclaimer and indemnification will survive the termination of this Agreement.

In Witness Whereof, this instrument has been executed in duplicate originals by the parties on the dates set forth below by their respective signatures and is to be effective as herein stated.

SCHOOL

GSMC

MARSHALL Independent
School District

Good Shepherd Medical Center

(Administrator Signature) Date

Steve Altmiller, Date
President/CEO

Print Name

EXHIBIT "A"

<i>Service Provided</i>	Basic Coverage	Extended Coverage	Comprehensive Coverage	Shared Partnership Coverage
Weekly On-site School Visits/Events covered	<i>24 Weekly School Visits</i>	<i>36 Weeks of Coverage with 1 campus visit and Varsity home games covered</i>	<i>36 Weeks of Coverage with 1 campus visit and Varsity home games covered</i>	Daily coverage of practices/home Varsity events-schedule determined by GSMC and ISD Athletic Director
Varsity Football Scrimmages Covered?	<i>No</i>	<i>Yes-Home Away-if staff is available</i>	<i>Yes- Home and Away Scrimmages Covered</i>	<i>Yes- Home and Away Scrimmages Covered</i>
Varsity Football Games Covered?	<i>No</i>	<i>Yes- 5 games covered (may be home or away)</i>	<i>Yes- Home and Away games covered</i>	<i>Yes- Home and Away games covered</i>
Varsity Playoff Games Covered?	<i>If staff is available, \$200/game(football or non-football)</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
Varsity Home Games/Tournament Coverage	<i>No</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
ImPACT Concussion Management Testing- All athletes tested bi-annually	<i>Yes- Exchange testing for full-page ad in football program</i>	<i>Yes- Exchange testing for full-page ad in football program</i>	<i>Yes- Exchange testing for full-page ad in football program</i>	<i>Yes- Exchange testing for full-page ad in football program</i>
Annual Cost	\$2,000	\$5,000	\$7,500	\$18,000

EXHIBIT "B"

IMPACT CONCUSSION OVERSIGHT TEAM

Texas House Bill 2038 requires that each school district in the State of Texas establish its own Concussion Oversight Team ("COT"). GSMC has entered into an Agreement with School and desires to partner with School to meet the requirements of Chapter 38, Subsection D of the Texas Education Code (also referred to as HB 2038) through the establishment of a COT, development of applicable concussion protocols and promotion of training programs for coaches and athletic trainers for School during the term of the Agreement. Each party agrees to the responsibilities attendant to supporting a Sports Medicine program at School as follows:

1. GSMC agrees to establish and propose a Concussion Oversight Team ("GSMC COT") for the purposes of and in accordance with Chapter 38 of the Texas Education Code. Likewise, the GSMC COT agrees to develop proposed concussion protocols within the contracted school year that are fully compliant with the requirements of Chapter 38 of the Texas Education Code.

2. School agrees to utilize the GSMC COT with approval of its Board of Trustees and, prior to the close of the contracted school year, approve the concussion protocols adopted by the GSMC COT. The development of the concussion protocols will be a collaborative effort between School and the GSMC COT. In the event that agreement cannot be achieved as to the protocols to be adopted by the GSMC COT by the close of the contracted school year, the Agreement may be immediately terminated by either party.

3. School agrees to abide by the concussion protocols adopted by the GSMC COT. School further agrees that within four (4) weeks of the beginning of the Spring Semester of the contracted school year it will cooperate with GSMC in gaining participation of all of its student athletes in the ImPACT concussion management system so as to develop a baseline for the recognition and management of concussions.

SCHOOL

GSMC

MARSHALL Independent
School District

Good Shepherd Medical Center

(Administrator Signature) Date

Steve Altmiller, Date
President/CEO

Print Name