

ATTN: ALEDO ISD

TIM BUCHANAN

FROM: ADS

LANCE WILSON



ORCHESTRATE
HR

Athletic Department Solutions – Services Agreement

This Agreement is entered into this ____ day of _____, 20____, by and between Orchestrate HR, a Texas Corporation its subsidiaries, and related service providers (collectively referred herein as “Corporation”), and

Aledo Independent School District

(“Client”), for the provisions of such services as are outlined within this Agreement.

SERVICES AND PAYMENT

1. Corporation agrees to provide services to Client, as outlined in Appendix A.
2. Client, for the performance of the services outlined in Appendix A to this Agreement, agrees to pay Corporation for those services in accordance with the terms contained in Appendix B.

MISCELLANEOUS PROVISIONS

3. **Term of Agreement.** This Agreement shall be effective as of _____ and shall be for a period of one year. This Agreement will renew automatically at the end of each year for a one-year period. If Client or Corporation does not desire to renew, written notice should be given 30 days before the end of the annual term. This Agreement is automatically renewable unless otherwise amended by either party.
4. **Termination of The Agreement**
 - a. Client or Corporation may terminate this Agreement by giving 60 days written notice to the other party.
 - b. In addition, this Agreement shall terminate:
 - i. If Client fails to furnish funds deemed by Corporation to be sufficient to cover payments required to the appropriate insurance carrier(s), Corporation may terminate this Agreement by providing written notice of termination to Client.
 - ii. If Client shall fail to pay the administration fee set forth in the Addendum to this Agreement within 30 days of the payment due date, Corporation at its discretion may terminate this Agreement by delivering a written notice of termination to Client.

- iii. Corporation shall be responsible for compliance with any applicable state law requiring licensing of third parties who provide assistance in the administration of consolidated billing and related services and functions. If Corporation ceases to be duly licensed, it shall notify Client within **fifteen (15) working days** by certified mail or faster means. In this event Client may terminate this Agreement immediately.
- iv. If any state or other jurisdiction enacts a law which prohibits the continuance of this Agreement, or the existing law is interpreted to so prohibit the continuance of this Agreement, the Agreement shall terminate automatically as to such time or jurisdiction on the effective date of such law or interpretation.
- v. If Client fails to provide information necessary to properly administer the functions set forth in this Agreement.
- vi. On any other date mutually agreeable to Client and Corporation.
- vii. Considerations for post-termination fees are included in the relevant section(s) of the Service provisions in Appendix A.
- c. As of the termination date of this Agreement, Corporation shall complete processing of all services under this Agreement received by it prior to termination of the Agreement.
- d. Client agrees to furnish Corporation with accurate information concerning participants under the plan(s) covered by this agreement including whatever records, reports and information is necessary to carry out its duties under this Agreement. Failure to do so may result in immediate termination of this Agreement.

5. Business Associate Terms

- a. Client is a Covered Entity subject to the privacy and security regulations ("Privacy Rule") issued by the Department of Health and Human Services ("DHHS") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- b. Protected Health Information ("PHI") may be needed for Corporation to perform the services (the "Services") requested by Client as described in the Agreement.
- c. Corporation and Client agree that to the extent Corporation needs to access PHI to perform Services, it will be acting as a Business Associate of Client and may use PHI only as described herein.
- d. Business Associate
 - i. **Defined Terms.** Defined terms used but not otherwise defined in this Exhibit C shall have the same meaning as in the Privacy Rule.
 - ii. **Obligations and Activities of Corporation.**
 - 1. Corporation agrees to not use or further disclose PHI other than as required to provide the Services requested by Client or required by law.
 - 2. Corporation agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for herein.
 - 3. Corporation agrees to report to Client any use or disclosure of PHI of which it becomes aware.

4. Corporation agrees to ensure that any agent or subcontractor to whom it provides PHI received from or created or received by Corporation on behalf of Client agrees to the same restrictions that apply to Client with respect to such PHI.
 5. If, in order to determine Client's compliance with the Privacy Rule, the Secretary requires access to Corporation's internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Corporation on behalf of Client, Corporation agrees to make such information reasonably available.
 6. At Client's written request, Corporation agrees to provide access to PHI in order to assist Client in meeting its requirements under the Privacy Rule.
 7. At Client's written request, Corporation agrees to make any amendment(s) to PHI as Client directs or agrees to pursuant to the Privacy Rule.
 8. At Client's written request, Corporation shall assist Client in documenting disclosures made by Corporation in providing the Services as necessary to permit Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule.
 9. Corporation may disclose PHI for Corporation's proper management and administration, provided that (i) Corporation obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed; and (ii) the person notifies Corporation of any instances of which it is aware in which the confidentiality of PHI has been breached. Corporation also may make disclosures that are required by law.
 10. Corporation shall (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of Client; (2) ensure that any agent, including a subcontractor, to whom Corporation provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to Client any security incident of which it becomes aware.
- iii. **Obligations and Activities of Client.**
1. Client shall provide Corporation with only that PHI which is minimally necessary for Corporation to provide the Services.
 2. Client shall not request Corporation to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Client.
- iv. **Regulatory References.** A reference herein to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

6. **Tax Responsibility.** If during the operation of the Agreement the Federal Government, the government of any state, or any political subdivision or any instrumentality of either shall assess any tax against Client and/or Corporation and Corporation is required to pay such tax, Corporation shall report the payment to Client and bill Client for such tax.
7. **Limit of Liability.** Corporation shall incur no liability to Client (or to the employees of Client) for any act or failure to act, except for its gross negligence or willful misconduct, and Client shall hold Corporation harmless from and indemnify it against any claims and all costs and expenses or fees incurred in connection therewith which might be asserted by Client or its employees.
8. **Reporting.** To the extent of information available to Corporation and within the scope of its professional ability, Corporation may assist Client in the preparation and filing of any report, or similar papers required by any local political subdivision, state or the Federal Government pertaining to the Agreement. Corporation reserves the right to bill Client for this service.
9. **Governing Law.** The validity, construction and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the internal laws of the State of Texas, excluding its principles of conflict of laws.
10. **Venue and Jurisdiction.** In the event of litigation to enforce the terms of this Agreement, the parties consent to venue in an exclusive jurisdiction of the courts of Dallas County, Texas. The parties further consent to the jurisdiction of any federal or state court located within a district which encompasses assets of a party against which a judgment has been rendered, either through arbitration or litigation, for the enforcement of such judgment or award against such party or the assets of such party.
11. **Entire Agreement; Amendments.** This Agreement, together with the exhibits and schedules hereto, constitutes the entire agreement between Corporation and the Customer with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto, may be amended only by an instrument in writing executed by the parties or their permitted assignees.
12. **Relationship of Parties.** The performance by Corporation of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall create or imply an agency relationship between Customer and Corporation, nor shall this Agreement be deemed to constitute a joint venture or partnership between Customer and Corporation.
13. **Affiliates.** Customer agrees that it is responsible for assuring compliance with this Agreement by those Affiliates receiving Services under this Agreement. Customer agrees to be responsible for the submission of its Affiliates' data to Corporation for processing and for the transmission to Customer's Affiliates of such data processed by and received from

Corporation. Customer agrees to pay any and all fees owed under this Agreement for Services rendered to its Affiliates.

14. **Assignment.** This Agreement may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that (a) Corporation's consent need not be obtained in connection with the assignment of this Agreement pursuant to a merger in which Customer is a party and as a result of which the surviving Entity becomes an Affiliate of another bank holding company, bank, savings and loan association or other financial institution, so long as the provisions of all applicable Schedules are complied with; and (b) Corporation may freely assign this Agreement (i) in connection with a merger, corporate reorganization or sale of all or substantially all of its assets, stock or securities, or (ii) to any Entity which is a successor to the assets or the business of Corporation.
15. **Notices.** Except as otherwise specified in the Agreement, all notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by (i) first class U.S. mail, registered or certified, return receipt requested, postage pre paid; or (ii) U.S. express mail, or other, similar overnight courier service to the address specified below. Notices shall be deemed given on the day actually received by the party to whom the notice is addressed.

In the case of Client

In the case of Corporation

Orchestrate HR
5050 Spring Valley Road
Dallas, TX 75244
Attn: Muzzy Bass

16. **Trade Secrets and Confidential Information**

- a. **General.** Client recognizes and acknowledges that Client will have and has had access to certain highly sensitive, special, unique information of the Corporation that is confidential or proprietary. Client hereby covenants and agrees not to use or disclose any Confidential Information (as defined herein) or trade secrets except to authorized representatives of the Corporation or except as required by any governmental or judicial authority; provided, however, that the foregoing restrictions shall not apply to items that, through no fault of either the Client, have entered the public domain.

- b. Confidential Information. For purposes of this Agreement, "Confidential Information" means any data or information with respect to the business conducted by the Corporation on the Effective Date of this Agreement, other than trade secrets, that is material to the Corporation and not generally known by the public. To the extent consistent with the foregoing definition,
 - c. Ownership; Return. Client acknowledges that all trade secrets and Confidential Information are and shall remain the sole, exclusive and valuable property of the Corporation and that Client has and shall acquire no right, title or interest therein. Any and all printed, typed, written or other material which Client may have or obtain with respect to trade secrets or Confidential Information (including without limitation all copyrights therein) shall be and remain the exclusive property of the Corporation, and any and all material (including any copies) shall, upon request of the Corporation, be promptly delivered by Client to the Corporation.
 - d. Prohibition on distribution to Third Parties. Client understands that disclosure of Trade Secrets is permissible only with the written authorization of the Corporation.
17. Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.
18. Severability. If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. Sections 6, 9, 10, 12, 15 and 16 shall survive the expiration or earlier termination of this Agreement for any reason.
19. Attorneys' Fees and Costs. If any legal action is commenced in connection with the enforcement of this Agreement or any instrument or agreement required under this Agreement, the prevailing party shall be entitled to costs, attorneys' fees actually incurred, and necessary disbursements incurred in connection with such action, as determined by the court.
20. No Third Party Beneficiaries. Each party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Customer and Corporation.
21. Force Majeure. Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfillment or performance if any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than parties to this Agreement; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; federal, state or municipal action; statute; ordinance or regulation; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore

enumerated or not. This clause shall not apply to the payment of any sums due under this Agreement by either party to the other.

22. Negotiated Agreement. Corporation and Customer each acknowledge that the limitations and exclusions contained in this Agreement have been the subject of active and complete negotiation between the parties and represent the parties' voluntary agreement based upon the level of risk to Customer and Corporation associated with their respective obligations under this Agreement. The parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this document.
23. Waiver of Jury Trial. Each of Customer and Corporation hereby knowingly, voluntarily and intentionally waives any and all rights it may have to a trial by jury in respect of any litigation based on, or arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (whether verbal or written), or actions of Corporation or Customer, regardless of the nature of the claim or form of action, contract or tort, including negligence.
24. Corporation shall maintain an errors and omissions insurance policy covering Corporation and any of its agents or employees, who may collect, disburse or otherwise handle or have possession of any funds of Client, or who may have the authority to authorize or order disbursements or payments on behalf of Client.

WITNESSETH

IN WITNESS WHEREOF, Client and Corporation have executed this Agreement on the _____ day of _____, 20_____.

CLIENT

CORPORATION

Signature

Signature

Printed Name

Printed Name

Title

Title

Witness

Witness

Date

Date

APPENDIX A

The following services are to be provided by Corporation to Client, in accordance with the terms and conditions contained herein:

Services Provided

CORPORATION DUTIES

1. Corporation shall perform such administrative functions to support the billing and collecting of medical services by the Client for its student-athletes. These shall include, but not be limited to, the following:
 - A. Provide pre-certification of claims on all Physical Therapy billing
 - B. File all claims with the carriers electronically;
 - C. Coordinate Benefits between primary and secondary insurances;
 - D. Provide a HIPAA Complaint Web-Portal to the Client and all their authorized users to view information, including pre-populated forms and documents which may be used by the client;
 - E. Track Physical Therapy treatments vs. Student/Athlete Plan Descriptions;
 - F. Re-pricing claims as necessary;
 - G. Coordinate payment of COBRA premiums, where applicable;
 - H. Pay providers, as necessary or appropriate;
 - I. Provide a summary of benefits submitted and amounts collected;
 - J. Provide customized reporting to the client (in either excel or .pdf format), including individual reporting (i.e. NCAA limit, Aggregate Limit, etc) as necessary, and full accounting of all invoices via reconciliation reports;
 - K. Provide access to provider networks as necessary, including but not limited to national dental network and wholesale prescription benefits;
 - L. Provide verification of insurance services for the covered student-athletes;
 - M. Negotiate, on a case-by-case basis, claims, including as necessary to maximize reimbursements on filed claims;
 - N. Perform collection efforts on all filed claims;
 - O. Print Individual ID cards if desired;
 - P. File accreditation and certification to maintain eligibility for all billing efforts on behalf of the client;
 - Q. Maintain W-9 information for the client, and will issue 1099's to all providers as required for tax reporting; and
 - R. Train all participants (Staff, student/athletes, parents, etc) on web portal
2. Corporation shall disburse funds or collect fees only for the following:
 - A. Payment from a Carrier to the Client
 - B. Savings due to services provided by Corporation for Client.
 - C. Payment of all fees, and other related items billed by Corporation to Client are due to Corporation on Net 30 Terms. Payment(s) not received by this date exempt Corporation from liability.

3. Client shall have the right at all reasonable times and with reasonable notice to inspect at the offices of Corporation, all books and documents relating to the administration of the services provided herein.

CLIENT DUTIES

4. Client shall provide Corporation with a complete list of all Student/Athletes of Client who are eligible if requested no later than 10 days prior to the effective date of this Agreement. Thereafter, Client shall notify Corporation, no later than two business days before the end of the month, of any and all changes in participation whether by reason of enrollment, termination, change in classification, or any other reason.
5. Client shall submit to Corporation in a timely fashion and in the form or format directed by Corporation all reimbursable services provided by Client to its student-athletes.

APPENDIX B

Compensation for Services

1. Corporation shall retain, as compensation for the services outlined in Appendix A,
 - a. See APPENDIX C for Options and PricingAll such compensation shall be reported to Client as required herein.
2. Corporation reserves the right to change any service fee (a) with respect to the second and subsequent Plan Years by advising Client in writing at least 30 days prior to the start of the Anniversary Date or (b) as of any date that amends this Agreement or Addendum to this Agreement.
3. Client may reject service fee increases, but Client must do so in writing within 30 days after notification of service fee increases, thus enacting the termination provision of section 5.1 of the Agreement.

APPENDIX C

Options & Pricing for Services

Section	Package	Includes	Pricing
<input type="checkbox"/>	Billing	- Billing Services-- Physician Extender Model	- \$0 annual cost - 25% of collected dollars
<input type="checkbox"/>	Billing Plus	- Injury Tacking Software Packaged with Billing	- \$0 Fee for Injury Tracking Software
<input type="checkbox"/>	Injury Tracking Software	- Injury Tracking Software Only	- \$1500.00 per Year - \$1500 Set Up Fee (One-time)

Injury Tracking Software provides: Accident, Treatment, & Preventative Tracking. In addition to general census information, creation of SOAP Notes, Automatic Billing, Voice Dictation, Touch Screen PC Tablet (Wi-Fi enabled).

Signature _____

Date _____

Printed Name: _____