



AGREEMENT FOR ORTHOPEDIC AND SPORTS MEDICINE SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between **Franciscan Alliance, Inc. d/b/a Franciscan Health Indianapolis** ("Franciscan Health") and **Tipton High School** ("School").

WITNESSETH:

WHEREAS, Franciscan Health provides a comprehensive orthopedic and sports medicine program that specializes in a wide range of sports-medicine related services, including sports injury treatment, rehabilitative services, sports physicals, physical assessments, health promotion and sports-related education services;

WHEREAS, Tipton High School is a school that invests in the physical, moral and ethical development of their students in the field of athletics, the classroom and daily life,

WHEREAS, Franciscan Health has the experience, expertise, and resources necessary to provide the full range of Services required by School and as set forth in this Agreement, and is committed to assisting School's athletes through education, prevention, treatment and rehabilitation of injuries;

WHEREAS, School desires to contract with Franciscan Health for the provision of Services as set forth hereunder.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and promises contained herein, the parties hereby agree as follows:

I. PROVISION OF SERVICES BY FRANCISCAN HEALTH

1.1 Services. As staffing allows, Franciscan Health agrees to provide School the orthopedic and sports medicine-related services according to the schedule described and listed on Exhibit A ("Services"), which is attached hereto and incorporated herein. Franciscan agrees to provide one (1) Indiana licensed athletic trainer ("AT") and one (1) Indiana licensed physician practicing in Orthopedic and Sports Medicine ("Physician") to perform Services.

1.1.1 Parties acknowledge that the individuals providing Services pursuant to this Agreement on behalf of Franciscan Health are bound by Indiana law concerning the scope of their respective

practices. Nothing in this Agreement is intended to permit or require Franciscan Health personnel to provide Services or act beyond the scope of any regulated practice, training or experience. Franciscan Health personnel are required to follow his or her training and professional judgment only.

- 1.1.2 All decisions to give or withhold medical treatment, and the actual rendering of any medical treatment by Franciscan Health or any member of its medical staff, the AT, or the Physician (collectively, herein called "Health Care Provider(s)"), will be made solely by such Health Care Providers and not the School. Any athlete being directed for treatment by a clinical team member of Franciscan Health will be directed to a Franciscan Health facility for care unless: (a) the patient expresses a preference for a different facility or provider; (b) the patient's insurer determines the facility or provider; or (c) referral to such facility or provider would not be in the athlete's best medical interests in the judgment of the clinical team member of Franciscan Health.
- 1.2 Adjunct Coverage. Additional use of additional athletic trainers for event/practice coverage will be on a fee-for-service basis pending athletic trainer availability. The base cost is \$100/event for the first four (4) hours. Each additional hour is \$35.00/hour. Use of this adjunct coverage will be determined by the Athletic Director of the School. The assignments for this adjunct athletic training coverage will be determined by the Hospital. This work schedule is to be arranged as far in advance as possible.
- 1.3 Billing for Adjunct Coverage. If utilized, adjunct coverage invoices will be billed at the end of the month, and payment is requested by the 25th of the following month.

II. OBLIGATIONS OF SCHOOL

II.1 School Obligations.

- 2.1.1 At School's sole expense, School agrees to provide Franciscan Health with adequate on-site facilities equipped to provide Services hereunder, including an area for athletic training in the school which is equipped with the necessary ice and water.
- 2.1.2 School agrees to grant Franciscan Health rights to access School locations as necessary to provide Services hereunder.
- 2.1.3 As applicable, School agrees to notify Franciscan Health in case of event cancellation or athletic injury occurs while Franciscan personnel are not present.

- 2.1.4 School agrees to provide a liaison whom Franciscan Health personnel can contact as appropriate.
- 2.1.5 School agrees to the marketing and advertising standards as provided in Exhibit B, which is attached hereto and incorporated herein.
- 2.1.6 Any Athletic Training services provided at the hospital at times other than those listed in this agreement will be charged to the individual athlete at the customary rate charged by the hospital for similar services.
- 2.1.7 Any in-patient hospital, surgical, or office services necessary from an orthopedic consultant, Physician, as defined in Exhibit A, physical therapist or any other consulting physician will be charged to the athlete on a customary fee-for-service basis.
- 2.2 Development of Emergency Action Plan. The parties acknowledge it is a recognized best practice standard in Athletic Training for the School to create and annually update an Emergency Action Plan (“EAP”). Franciscan Health agrees to assist School with the development of the EAP on a yearly basis, but School agrees it shall be solely responsible for developing, updating as appropriate, and implementing the EAP.

III. **COMPENSATION FOR SERVICES**

- 3.1 Fees and Invoicing. For Services performed hereunder, School will pay Franciscan Health according to the following schedule:

Year 1 – July 1, 2026 – June 30, 2027: \$1,500 per month (\$18,000 annually);

Year 2 – July 1, 2027 – June 30, 2028: \$1,750 per month (\$21,000 annually);

and

Year 3 – July 1, 2028 – June 30, 2029. \$2083.33 per month (\$25,000 annually).

Franciscan shall invoice School for payment in October and March of each year.

IV. **EXCLUSIVITY**

- IV.1 The Provider of Medical Services. Schools and Franciscan Health agree Franciscan Health shall have the preferred right to provide Services at all

School sporting events and functions and that it shall also have the right to hold itself out as the “Official Provider of Orthopedic and Sports Medicine Services” to the School. In addition, School shall not endorse any other provider of orthopedics and sports medicine services or permit any other provider of orthopedic and sports medicine services to hold themselves out as a provider of orthopedic and sports medicine services to School or, except in emergency situations, provide orthopedic and sports medicine services at any School sporting event other than those orthopedic and sports medicine providers employed directly by the School. For the purposes of this Section 4.1, a “provider of orthopedic and sports medicine services” shall include physicians, athletic trainers, physical therapists, physical therapy assistants, chiropractors, and other individual seeking to provide orthopedic and sports medicine services at School sporting events.

IV.2 School shall grant Franciscan Health the exclusive right to advertise orthopedic and sports medicine related services at School locations and at School sponsored sporting events.

V. TERM AND TERMINATION

V.1 Term. The term of this Agreement shall be for three (3) years commencing on July 1, 2026 and terminating on June 30, 2029.

V.2 Termination. This Agreement may be terminated as follows:

V.2.1 Termination by Agreement. In the event Franciscan Health and School shall mutually agree in writing, this Agreement may be terminated on terms and date stipulated therein.

V.2.2 Early Termination. At any time, this Agreement may be terminated by either party with or without cause by delivering a written notice of termination to the other party upon sixty (60) days’ prior written notice.

V.2.3 Termination for Breach. In the event either party commits a material breach of this Agreement, the non-breaching party may terminate this Agreement by providing the other party with a sixty (60) days’ notice of intent to terminate as a result of the breach. Provided, however, the breaching party shall have said sixty (60) day period in which to effect a cure of the breach, which, if cured within said sixty (60) days period shall cause this Agreement to continue in full force and effect. Otherwise, this Agreement shall terminate sixty (60) days from the date of the notice of intent to terminate.

VI. INSURANCE

VI.1 Professional Liability. Franciscan Health agrees during the term of this Agreement, and for any extension(s) hereof, to carry sufficient Medical Malpractice Insurance (or a policy of self-insurance) with those limits so as to qualify Franciscan Health as a health care provider under the Indiana Medical Malpractice Act (I.C. §34-18 et. seq.) and Franciscan Health agrees to be and remain a qualified provider thereunder. Franciscan Health shall provide to School proof of such coverage upon request.

VI.2 Comprehensive and Property Damage Liability. School shall carry occurrence from Primary Commercial General Liability in minimum limits of \$1,000,000 each occurrence and \$2,000,000 annual policy aggregate for bodily injury and property damage claims and shall name Franciscan Health as an additional insured on a primary and non-contributory basis.

VII. STATUS OF PARTIES

VII.1 Status of Parties. In performing the Services as contemplated hereunder, Franciscan Health and School agree that each is acting as an independent contractor and not as the agent or employee of the other. Each party agrees to pay, as they become due, all federal and state withholding and income taxes, as well as other payroll taxes, including Social Security taxes due and payable on the compensation earned by their respective employees and to hold each other harmless from any and all taxes, penalties or interest which might arise by the failure to do so.

VIII. INDEMNIFICATION

VIII.1 School Indemnification. School agrees that it will indemnify and hold harmless Franciscan Health, its officers, agents, and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of personal injury, property damage, or both of whatsoever nature of kind, arising out of or as a result of the negligent acts of the School or its employees and agents or from a breach of this contract.

VIII.2 Franciscan Health Indemnification. Franciscan Health agrees that it will indemnify and hold harmless School, its officers, agents, and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of personal injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the negligent acts of Franciscan Health or its employees and agents or from a breach of this contract.

IX. GENERAL PROVISIONS

- IX.1 Confidentiality. School shall not disclose any data, reports or other materials containing information specific to Franciscan Health or the program without the prior written consent of Franciscan Health and School agree that the terms and conditions of this Agreement shall remain confidential. Neither Franciscan Health nor School shall distribute this Agreement or any part hereof or reveal any of the terms of this Agreement to parties other than their employees or agents.
- IX.2 Notices. Notices or communications herein required or permitted shall be given the respective parties by registered or certified mail (said notices being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice.

School

Dr. Ryan Glaze, Superintendent
1051 S. Main Street
Tipton, IN 46072

Franciscan Health

Franciscan Health Indianapolis
8111 South Emerson Avenue
Indianapolis, IN 46237
Attn: Legal Department

- IX.3 Assignments. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein, except that this Agreement may be assigned by Franciscan Health without the written approval of School to any successor entity operating the facility now operated by Franciscan Health or to a related or affiliated organization.
- IX.4 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and does constitute the entire agreement between the parties hereto, and Franciscan Health and School shall neither be entitled to other benefits than those herein specifically enumerated.
- IX.5 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.
- IX.6 Governing Law. This Agreement shall be construed and governed by the laws of the state of Indiana.

- IX.7 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- IX.8 Amendments. This Agreement may be amended only by an instrument in writing signed by the parties hereto.
- IX.9 HIPAA Compliance. As applicable, each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions including, without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) (“HIPAA”). Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which Franciscan Health is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, “Laws”) in order to ensure that Franciscan Health is at all times in conformance with all Laws. If, within sixty (60) days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days’ prior written notice.
- IX.10 Ethical and Religious Directives. School understands that Franciscan Health is a Catholic healthcare provider and that all Services hereunder will be provided consistent with the Ethical and Religious Directives for Catholic Health Care Services. <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf>.
- IX.11 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Franciscan Health and School. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representatives of Franciscan Health and School have executed this Agreement on the dates written below.

**Franciscan Alliance, Inc.
d/b/a Franciscan Health Indianapolis:**

By: _____

Its _____

Date: _____

Tipton High School:

By: _____

Its: _____

Date: _____

EXHIBIT A

Services:

- AT coverage for:
 - (1) High School
 - a. Daily after-school training room hours beginning thirty (30) minutes before the end of the school day, and varsity practices. All home IHSAA athletic events as the need is determined between School and Franciscan Health, away varsity football games.
 - b. All IHSAA or Conference Tournament games hosted at High School.
 - c. AT will travel to away IHSAA Tournaments as schedule allows.
 - d. Summer training room hours as mutually agreed upon by School and Franciscan Health.
 - (2) Middle Schools
 - a. As mutually agreed, upon by School and Franciscan Health.
- Physician

(1) Franciscan Health will provide a Physician for all Varsity football games home and away. Visits to the School for weekly consultation will be performed as needed with collaboration between the Physician and the athletic trainer at School.
- Supplies

(1) While the School is responsible for providing the supplies, the AT and Athletic Director will work out a budget together.
- Pre-participation Exams (Optional)

(1) Franciscan Health will assist in coordinating pre-participation exams for school athletes at a fee mutually agreed upon by School and Franciscan Health. A portion of money collected for this service will go to the athletic department of School. It is strongly recommended that these funds go toward the purchase of orthopedic and sports medicine supplies for the school athletes.
- Speakers/Presenters

(1) Franciscan Health will provide a speakers' bureau to discuss various Orthopedic and Sports Medicine topics as requested by School and Middle School. Target audiences may include local physicians, coaches, students and parents.

EXHIBIT B

Marketing and Advertising Obligations of School:

- School agrees to grant Franciscan Health the official rights to use the School's logo for advertising purposes.
- Naming rights as exclusive orthopedic and sports medicine provider of the School.
- Placement of Franciscan Health Orthopedic and Sports Medicine banners or print advertisements at agreed upon venues of School by Franciscan Health.
- Provide public address messages for appropriate high school venues. Message examples include, but not limited to, "Today's Athletic Trainer (Trainer's name) is provided by Franciscan Health's Orthopedic and Sports Medicine Department, dedicated to providing high quality care to athletes of all abilities."
- Provision of a digital ad linked to Franciscan Health Sports Medicine web site via the high school main web site and athletic site. Franciscan Health will list high school on its athletic training website landing page.
- Placement of Franciscan Health logo on all high school athletic team rosters, including those distributed at athletic events, with AT and Physician names.
- Opportunity for Franciscan Health to provide health-related content and updates to include in high school and athletics communication channels, such as newsletters, magazines, social media, etc. Content will be mutually agreed to between School and Franciscan Health.
- Opportunity for Franciscan Health to host a booth at athletic events and/or provide in-game promotional materials and giveaways to attendees. Promotional materials and giveaways will be mutually agreed upon between Franciscan Health and School.
- As deemed appropriate and agreed to by the parties, School will place Franciscan Health social media tags in relatable school and athletic social media posts and Franciscan Health will place School social media tags in relatable Franciscan Health social media posts.
- Other Franciscan Health logo placement as mutually agreed upon between School and Franciscan Health.