

## **SPORTS PLUS AGREEMENT FOR SPORTS MEDICINE SERVICES**

This Agreement for Sports Medicine Services (the "Agreement") is made and entered into this 1<sup>st</sup> day of July, 2008, by and between Clemson Sports Medicine and Rehabilitation, dba: (SPORTS PLUS), a South Carolina corporation and Gaston County Schools ("District"), which operates the public school, North Gaston High.

### **RECITALS**


North Gaston High is a North Carolina school in need of sports medicine services, including emergency first responder care at athletic events and the evaluation of injured athletes;

SPORTS PLUS is a professional therapy provider engaged in providing physical therapy, occupational therapy, and the service of certified athletic trainers;

North Gaston High desires to obtain the services of SPORTS PLUS to provide sports medicine services, and SPORTS PLUS desires to make available such services as hereinafter provided.

In consideration of the premises and other consideration deemed sufficient, the parties hereto agree as follows:

1. **SPORTS PLUS Obligations.** SPORTS PLUS agrees to provide the following services to District during the term of this Agreement:

(a) An assigned Sports Medicine Staff, with the personnel to be determined by SPORTS PLUS, absent reasonable objection by the District which will be available to visit North Gaston High in order to evaluate injured athletes on a daily basis. For those athletes who are unable to be evaluated during SPORTS PLUS's daily visits, SPORTS PLUS will make clinical consultations available to the athletes by appointment. 

(b) An assigned Sports Medicine Staff, with the personnel to be determined by SPORTS PLUS, absent reasonable objection by the District, who will attend and provide comprehensive sports medicine coverage during each North Gaston High football practice.

(c) An assigned Sports Medicine Staff, with the personnel to be determined by SPORTS PLUS, absent reasonable objection by the district, who will provide sports medicine coverage at all varsity football games, (including play-offs), whether the game is held at North Gaston High or held at the opponent's venue.

(d) An assigned Sports Medicine Staff, with the personnel to be determined by SPORTS PLUS, absent reasonable objection by the District, who will provide sports medicine coverage at all varsity basketball, varsity soccer, wrestling, and

junior varsity football games held at North Gaston High, including play-offs. SPORTS PLUS will consider and make available, at its sole discretion, an assigned Sports Medicine Staff to provide sports medicine coverage at the other varsity sporting events held at North Gaston High, so long as weekly coverage exceeding 40 hours is authorized in advance by SPORTS PLUS management.

(e) An assigned Sports Medicine Staff, with the personnel to be determined by SPORTS PLUS, absent reasonable objection by the District, who will provide sports medicine coverage at any North Gaston High special athletics event, such as a special tournament, as long as SPORTS PLUS is provided with a minimum of 30 days advance notice.

(f) An assigned Sports Medicine Staff, with the personnel to be determined by SPORTS PLUS, absent reasonable objection by the District to be on 24 hour call to assist with any and all injuries incurred by a North Gaston High athlete.

(g) Assistance in referrals to and appointment scheduling with physicians.

(h) Coordination, with the assistance of the North Gaston High team physician, of pre-participation physicals for all high school students involved in North Gaston High varsity and junior varsity athletic programs.

(i) Professional cooperation and coordination with student athletes' personal medical services providers.

(j) Strict compliance with laws and regulations pertaining to the privacy of personally identifiable student information and personal health information of any student to whom SPORTS PLUS provides services pursuant to this Agreement.

2. SPORTS PLUS Covenants and Representations. SPORTS PLUS makes the following covenants with and representations to District:

(a) SPORTS PLUS agrees to invoice District, as directed by District in writing, for services provided under this Agreement.

(b) SPORTS PLUS represents that the Sports Medicine Staff will communicate directly with the athletic director, and when applicable to the head coach of the injured athlete's team.

3. District Obligations: District makes the following covenants with and representations to SPORTS PLUS:

(a) Recognize and acknowledge at each available opportunity that SPORTS PLUS is the exclusive provider of sports medicine and rehabilitation services, within the scope of this Agreement.



(b) Provide SPORTS PLUS with a minimum of 24 hours advance notification of re-scheduled athletic events at which SPORTS PLUS's sports medicine coverage is requested.

(c) Provide SPORTS PLUS with all sports medicine supplies needed to treat and care for the athletes, including but certainly not limited to tape, bandages, gauze, crutches, etc.

(d) Provide SPORTS PLUS with advertisements, subject to prior district approval, in the football, basketball, and all other athletic programs detailing that SPORTS PLUS is the exclusive provider of sports medicine and rehabilitation services, within the scope of this Agreement.

(e) Provide SPORTS PLUS, where appropriate (football stadium, basketball gymnasium, etc), with advertising space for signage or banners, subject to prior district approval, detailing that SPORTS PLUS is the exclusive provider of sports medicine and rehabilitation services within the scope of this Agreement.

(f) Provide SPORTS PLUS, when appropriate, during events held at the School, with advertisements, subject to prior district approval in the form of "announcements" detailing that SPORTS PLUS is the exclusive provider of sports medicine and rehabilitation services within the scope of this Agreement.

(g) Provide SPORTS PLUS, where appropriate within the school building, with advertisements, subject to prior district approval, in the form of "banners or notifications" detailing that SPORTS PLUS is the exclusive provider of sports medicine and rehabilitation services within the scope of this Agreement.

(h) To organize and coordinate a meeting, to be held before the beginning of the school year, between SPORTS PLUS and the Athletic Staff.

(i) Agree to ensure that during each event, practice, and game at which SPORTS PLUS is providing sports medicine coverage, that a means of contacting emergency personnel is present and functioning properly.

(j) Agrees to ensure that EMS service will be available at all varsity football games.

(k) Agrees to assist in organizing and coordinating, through the Athletic Department, PTA, or Booster Club, any meeting deemed to be necessary in regard to the services provided by SPORTS PLUS.

(l) Agrees to remit payment to SPORTS PLUS in the amount of \$\_\_\_\_\_ for the 2008-2009 school year.

(m) Nothing in this Agreement shall be construed to limit the discretion of public school officials to control the school environment pursuant to their professional discretion, official responsibilities, policies and regulations of the District, or any State or Federal law. Specifically, but not by way of limitation, District retains editorial control over any advertisement of SPORTS PLUS, within the scope of this Agreement, in any District media or location.

(n) Nothing in this Agreement makes the District responsible for any act, omission, statement, commitment, contract, undertaking, debt, promise, duty, or responsibility of any third party, including but not limited to any private organization existing to support or promote the curricular or extracurricular programs of the District.

4. Compensation:

(a) The parties acknowledge and agree that the compensation set forth herein represents the fair market value of the services provided by SPORTS PLUS to North Gaston High as negotiated in an arms-length transaction and has not been determined in a manner which takes into account the volume or value of any referrals or business otherwise generated between SPORTS PLUS and District or its Team Physician. The parties further agree that this Agreement does not involve the counseling or promotion of a business arrangement that violates state or federal law. Nothing contained in this Agreement shall be construed in any manner as remuneration for either party to refer patients, if any, to the other party or any organization affiliated with it.

5. REFERRALS

(a) Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith, contemplates or requires the referral of any patient by District to SPORTS PLUS. Neither District, nor its Team Physician, is under any obligation to refer patients to SPORTS PLUS. This Agreement is not intended to influence the judgment of any physician in choosing the medical facility or medical provider appropriate for the proper care and treatment of his or her patients. No physician shall receive any compensation or remuneration for referrals, if any, to either party hereto. SPORTS PLUS and District each hereby support a patient's right to select the medical facility, medical provider, athletic trainer, physical therapist, or physician of his or her choice.



6. Term and Termination.

(a) The term of this Agreement shall be for a one (1) year period commencing on July 1, 2008 and ending on June 31, 2009, unless terminated in accordance with the termination provisions set forth below. This Agreement may be renewed for successive one year terms thereafter.

(b) Either party may terminate this Agreement at any time, for any or no reason, with or without cause, on thirty (30) days prior written notice to the other party; any such termination will be effective at the end of the thirty (30) day notice period.

(c) Either party may terminate this Agreement immediately in the event of material breach of this Agreement by the other party, by giving such other party written notice of such termination.

(d) Termination of this Agreement shall not release or discharge either party from any obligation, debt or liability which shall have previously accrued and remain to be performed upon the date of termination.

7. Notices. All notices which either party may give to the other shall be in writing and delivered personally or by first class mail or by prepaid overnight or express delivery as follows:

To District:

North Gaston High  
Attn: Gary Shaw  
1133 Ratchford Road  
Dallas, NC 28034

---

To SPORTS PLUS:

Sports Plus  
Attn: Mr. Jim Stoker  
10626 Clemson Boulevard  
Seneca, SC 29678

8. Miscellaneous.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

(b) This Agreement may be amended only by a further writing signed by all of the parties hereto.

(c) The agreement is binding on the parties hereto and each of their successors and assigns.

(d) This Agreement constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. This Agreement can be altered or

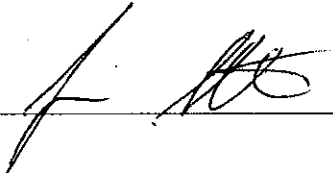
rescinded only by a subsequent written agreement entered into by and between the parties.

(e) SPORTS PLUS shall indemnify, defend, and hold District harmless from any claim against the District arising from SPORTS PLUS's acts or omissions in providing services pursuant to this Agreement

(f) SPORTS PLUS shall provide proof of professional liability insurance covering SPORTS PLUS's services performed pursuant to this Agreement in the amount of not less than one hundred thousand dollars (\$100,000.00) per occurrence and five million dollar (\$5,000,000.00) aggregate. SPORTS PLUS shall also maintain at all times property and casualty insurance satisfactory to the District. SPORTS PLUS shall at all times maintain statutory workers' compensation coverage for SPORTS PLUS's employees.

IN WITNESS WHEREOF, SPORTS PLUS and District have caused this Agreement to be duly executed as of the date first above written.

SPORTS PLUS:

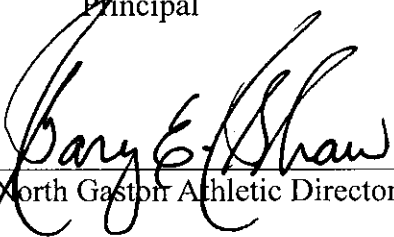
By:  \_\_\_\_\_

Witness  \_\_\_\_\_


North Gaston High:

By:  \_\_\_\_\_  
Principal

Witness \_\_\_\_\_

By:  \_\_\_\_\_  
North Gaston Athletic Director

Witness \_\_\_\_\_

By:  \_\_\_\_\_  
Gaston County Athletic Director

Witness \_\_\_\_\_