

SPORTS MEDICINE SERVICES DONATION AGREEMENT

This **SPORTS MEDICINE SERVICES DONATION AGREEMENT** (this “**Agreement**”) is made and entered into by and between the **INDEPENDENT SCHOOL DISTRICT 1-003 OF TULSA, OKLAHOMA, COMMONLY REFERRED TO AS, BROKEN ARROW PUBLIC SCHOOLS (the “School District”)** and **TULSA BONE & JOINT ASSOCIATES, P.C. (“TBJ”)**, an Oklahoma professional corporation, and **Saint Francis Health System, Inc. (“SFHS”)**, an Oklahoma non-profit corporation. SFHS and TBJ shall collectively referred to as the “**Donors.**” School District, TBJ, and SFHS shall each be referred to individually as “**Party**” or collectively as “**Parties.**” The “**Effective Date**” of the Agreement shall be the date the Parties hereby execute the Agreement by signature as set forth below.

RECITALS

A. SFHS is an Oklahoma not for profit corporation, with a charitable mission that includes community outreach and provision of support for the public health needs of the community it serves (“**Mission**”). SFHS owns a health system which provides a broad range of inpatient and outpatient healthcare services to patients through employed and contracted providers (“**SFHS Providers**”).

B. TBJ provides orthopedic and related healthcare services to patients through employed and contracted providers (“**TBJ Providers**”) (together, the SFHS Providers and TBJ Providers are the “**Service Providers**”), who are licensed and qualified to practice medicine in Oklahoma and have the requisite training and experience to provide comprehensive musculoskeletal healthcare services, including sports medicine and related diagnostic services. TBJ supports the Mission by participating in certain community outreach and public health activities of SFHS.

C. The Donors desire to donate to the School District, and the School District desires to accept the Donors’ donation of, the time, services and resources necessary to operate a comprehensive sports medicine program for the School District, according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Parties do hereby agree as follows:

AGREEMENT

1. Services. The School District engages the Donors, and the Donors accept such engagement, to provide the services described in Exhibit A, attached hereto (collectively, the “**Sports Medicine Services**”), at the facilities of the School District (or other locations reasonably requested by the School District and approved by the Donors) (collectively, the “**Facilities**”), during the term of this Agreement. The Donors shall cause the Service Providers to use all appropriate and customary methods, techniques, skills and efforts necessary to provide the Sports Medicine Services in accordance with this Agreement.

2. Scheduling and Availability. The Donors shall determine, upon consultation with the School District, the time and manner in which the Sports Medicine Services are provided, which may include, without limitation, all pre-season, regular season and post-season Varsity football practices, scrimmages and games, and mutually agreed upon Olympic sports events (collectively, “**Required Coverage Events**”). The scheduling of Sports Medicine Services for events other than the Required Coverage Events shall be mutually agreed upon and subject to approval by the Parties, each, in their discretion. The Donors’ provision of Sports Medicine Services for the School District shall not require the Donors or their Service Providers to be present at the Facilities for a specific number of hours or at specific times, except with respect to the Required Coverage Events.

3. Term. The term of this Agreement shall commence on August 1, 2024 (“**Commencement Date**”) and shall continue thereafter for a period of five (5) years, unless earlier terminated.

4. Termination.

a) A Party may terminate this Agreement for convenience upon 90 days’ prior written notice to the other Parties.

b) The Parties may terminate this Agreement at any time by mutual written agreement signed by all Parties.

c) A Party may immediately terminate this Agreement by delivering written notice of termination to the other Parties upon default by another Party, which default is not cured to the non-defaulting Party’s reasonable satisfaction within 30 days after the defaulting Party receives written notice of the default from the non-defaulting Party.

5. Compensation. No compensation shall be paid by the School District or requested by the Donors for the Sports Medicine Services.

6. Relationship of Parties. The relationship between the School District and each Donor and Service Provider is solely that of independent contractors. The Parties acknowledge and agree that no Party has the authority to make any representation, warranty or binding commitment on behalf of any other Party. Nothing in this Agreement shall be construed to create a partnership, joint venture or employment relationship between or among the Parties.

7. Insurance.

a) SFHS and TBJ shall each maintain professional liability insurance covering SFHS and TBJ, respectively, and their respective Services Providers, as to liability for claims arising from the Sports Medicine Services. Such professional liability policies shall provide coverage with minimum limits meeting or exceeding \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. At the School District’s request, SFHS and TBJ will provide School District with certificates confirming that the required insurance coverage is in effect during the Term.

b) School District shall maintain comprehensive general liability insurance covering the School District and all officers, directors, members, agents and employees, with minimum limits meeting or exceeding \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. At the request of either SFHS or TBJ, the School District will provide the requesting Party with certificates confirming that the required insurance coverage is in effect during the Term.

8. Mutual Indemnification.

a) The Donors shall indemnify, hold harmless and defend School District and its officers, directors and employees from and against all liabilities, losses, damages, claims, causes of action and expenses (including reasonable attorney fees), whether or not covered by insurance, caused or asserted to have been caused, directly or indirectly, by or as a result of Sports Medicine Services.

b) The School District shall indemnify, hold harmless and defend SFHS and TBJ, and each of their respective officers, directors., shareholders and employees from and against all liabilities, losses, damages, claims, causes of action and expenses (including reasonable attorney fees), whether or not covered by insurance,

caused or asserted to have been caused, directly or indirectly, by or as a result of acts or omissions by the School District and its employees or independent contractors.

9. Notices. All notices and other communications permitted or required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, transmitted by facsimile, mailed by registered or certified mail (return receipt requested), or sent by FedEx or other recognized overnight courier, to the Parties at the following addresses (or at such other address for a party as shall be specified by like notice):

School District: Broken Arrow Public Schools
Independent School District
No. 1-003
701 South Main Street
Broken Arrow, Ok 74012

TBJ: 4802 S. 109th E. Ave.
Tulsa, Oklahoma 74146
Attn: Linda Gunter, CEO

SFHS: 6161 South Yale Avenue
Tulsa, Oklahoma 74136
Attn: General Counsel

10. Miscellaneous.

a) This Agreement shall be governed by and construed in accordance with the laws of Oklahoma. Venue for any action to enforce this Agreement shall reside exclusively in the state and federal courts situated in Tulsa County, Oklahoma.

b) The prevailing Party in any action or proceeding to enforce this Agreement shall be entitled to recover from the non-prevailing Parties all costs and reasonable attorney fees incurred by the prevailing Party in the enforcement action or proceeding.

c) No amendment or modification to this Agreement shall be effective unless in writing and signed by all Parties.

d) The Parties are not permitted to assign this Agreement to anyone, and any attempted assignment by any Party shall be null and void unless written consent to the assignment has been provided by the other Parties. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

e) This Agreement constitutes the final and complete expression of the Parties' entire agreement and understanding as to the subject matter hereof and supersedes any prior agreements or understandings, written or oral, between the parties relating to the subject matter hereof.

f) This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one agreement binding on the Parties. Facsimile and email signatures will constitute and have the same effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date of the last signature set forth below (“Effective Date”).

FOR SCHOOL DISTRICT:
Signature: _____ Name: _____ Title: _____
Date: _____

FOR SAINT FRANCIS HEALTH SYSTEM, INC.:
_____ Barry Steichen Executive VP, COO
Date: _____

FOR TULSA BONE & JOINT ASSOCIATES, P.C.:
_____ Linda Gunter Chief Executive Officer
Date: _____

EXHIBIT A

Sports Medicine Services

The Sports Medicine Services will include the following:

1. Three (3) certified athletic trainers for the School District.
2. The services of a board-certified or board eligible orthopedic surgeon with experience and training in sports medicine at the sporting events mutually agreed to by the Parties (specifically including the Required Coverage Events).
3. Support for the School District's student-trainer program (as needed).
4. Routine supplies and equipment needed by the School District's athletic trainers (as determined by the Donors) up to a total value of \$12,000 per year, but specifically excluding orthopedic braces. Supplies and equipment exceeding \$12,000.00 per year, as well as non-routine supplies and equipment (as determined by the Donors), will be furnished by the School District.
5. Pre-participation physicals for the School District's student athletes.
6. Participation as an advertising sponsor at School District's events in an amount agreed to by the Parties in an Advertising Agreement.
7. Participating as a sponsor in certain special sponsorship programs of the School District.
8. Providing AED (Automated External Defibrillator) and CPR (Cardiopulmonary Resuscitation) education and training for the School District.