

**SPORTS MEDICINE AGREEMENT**  
NON-HOSPITAL Contracted High School

**THIS SPORTS MEDICINE AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between Allegheny Clinic, a Pennsylvania non-profit/non-stock corporation (“Provider”) Chartiers Valley School District, an educational institution (“Client”).

**RECITALS**

**WHEREAS**, Client requires sports medicine services for those persons whom are enrolled as students and are participating in athletics (“Student Athletes”) and Provider wishes to provide such sports medicine services to Client’s Student Athletes through Provider’s employed and contracted athletic trainers and physicians on the terms set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and Client, intending to be legally bound, agree as follows:

**ARTICLE I**  
**TERM**

1.1 **Term.** The initial term of this Agreement shall be for 3 years, starting July 1, 2023 and ending on, June 30, 2026 unless terminated sooner as provided herein. Thereafter, this Agreement shall renew for continuous and consecutive one (1) year periods (each a “Renewal Term”); provided, however, that either party may elect not to renew this Agreement for any Renewal Term by providing written notice of such election to the other party no fewer than ninety (90) days prior to the expiration of the then-current term. If a party has timely notified the other of an intent not to renew or a desire to modify a term or condition of the Agreement, but the parties permit services to continue beyond the expiration of the then-current term without mutually acceptable terms and conditions being agreed upon and reduced to writing, this Agreement shall be deemed extended on a month-to-month basis until such time as (i) the parties execute a legally binding document containing the agreed upon terms and conditions, or (ii) either party provides the other with written notice of termination in accordance with the terms hereof. The Initial Term together with any Renewal Terms is referred to herein as the “Term”. Each twelve (12) month period from and after the Commencement Date is referred to as a “Contract Year”.

**ARTICLE II**  
**DUTIES AND SERVICES**

2.1 **Health Care Professionals.** During the Term of this Agreement, Provider shall make available to support Client’s athletic program, the health care professionals set forth on Exhibit A who shall provide the professional services set forth on Exhibit B (the “Services”) in compliance with applicable law, including, without limitation applicable standards of practice. The actual health care professional or professionals shall be subject to approval by Client. Provider shall ensure that each health care professional who provides services pursuant to this Agreement submits to all criminal background checks and provides all clearances mandated by the Pennsylvania Department of Education, including, without limitation, clearances required such as Act 34, Act 151, and Act 114, and that said background checks and clearances satisfy all requirements and/or policies and/or procedures of the Client. The Corporation shall provide copies of all clearances to such administrator designated by Client’s Superintendent of Schools prior to the provision of any services pursuant to this Agreement. Provider shall be responsible for obtaining any and all necessary permits and licenses and for ensuring that each health care professional complies with all applicable laws, rules and regulations, whether federal, state or local, and the policies of Client.

2.2 **Schedule; Location(s) for Services.** Except as otherwise set forth on Exhibit B, the schedule for providing Services shall be mutually agreed upon by both Provider and Client, subject to such health care professionals' availability. Each health care professional shall perform his/her duties at the Client's athletic training room and home athletic fields, as well as away varsity football venues. The provision of Services at locations other than the foregoing locations or at times other than as set forth on Exhibit B shall be at Provider's sole discretion. Client understands and agrees the Provider will not render services on Thanksgiving, December 25<sup>th</sup>, January 1, or Easter Sunday. Client understands and agrees the Provider will not render services on Sundays. The parties hereunder understand that, from time to time, changes in circumstances may make modification of this agreement desirable, to one party or the other. Both parties agree to be reasonable in requesting such changes and accommodating changes which may be requested.

2.3 **Medical Authorizations and Releases.** Client shall ensure each Student Athlete has executed an Authorization for Consent of Treatment, by Certified Athletic Trainer(s)/ Team Physicians, Within The Scope of Practice (hereafter "Consent to Treatment") in the form attached hereto as Exhibit C and an Authorization for Release of PHI (hereafter "Authorization for Release") in the form attached hereto as Exhibit D, and such other forms and authorizations as Provider may reasonably require. Client shall provide copies of each such form and/or authorization to Provider no less than annually and shall immediately notify Provider in the event of any revocation thereof. Provider's health care professionals shall not provide professional medical services to any Student Athlete who fails to complete all such required forms and/or authorizations or revokes any completed form or authorization and failure of any health care professional to provide professional medical services to any such Student Athlete shall not constitute a breach of this Agreement.

2.4. **Billing.** Provider shall not bill any Student Athlete or such Student Athlete's parent or legal guardian for the provision of the services set forth on Exhibit B. However, fees and/or costs for any services rendered to any Student Athlete that are beyond the scope of this Agreement shall be the sole responsibility of the Student Athlete and/or the Student Athlete's parent or guardian or such other person or persons who may be responsible for such Student Athlete and Provider shall have the right to bill each such Student Athlete's insurance for all services rendered in excess of the scope hereof. For any charges not covered in full by a Student Athlete's insurance, a bill will be sent to such Student Athlete, his or her parent or legal guardian. It is acknowledged and agreed by Client and Provider that Provider is solely responsible for communicating with each Student Athlete and/or each Student Athlete's parent or guardian the cost of such services.

2.5 **Use of Name.** Neither party shall have the right to use the other party's names, trademarks, service marks or trade dress in any manner without such other party's prior written approval.

### **ARTICLE III FEE & CLIENT OBLIGATIONS**

3.1 **Fee Arrangement.** In consideration for the provision of the services set forth herein, Client shall pay to Provider the sum of \$40,000 for the first contract year (the "Fee"). Thereafter, the Fee shall increase by five percent (5%) per contract year beginning with the second contract year. The Fee due and owing for each contract year shall be paid in two (2) equal installments on the first day of December and the first day of June during such contract year. In the event Provider agrees to provide Services at locations other than the locations set forth in Section 2.2 above or at times other than those set forth on Exhibit B or to provide services other than the Services, such Services at alternative locations and times or such additional services

shall be billed to Client at a rate of \$50/hour and shall be payable by Client together with the next installment of the Fee.

3.2 **Advertising.** Client shall make available to Provider space in a location mutually agreed upon by Client and Provider in Client's on-sight athletic training facility for placement of Provider advertisements and educational material, subject to Client's approval of advertisement content not to be unreasonably withheld.

3.3 **Sports Covered.** Client understands and agrees that Provider shall have no obligation to render services to Student Athletes other than those participating in sports that are in season at the time Provider is rendering the services ("In-Season Sports"); provided, however, that Provider shall have the option, but not the obligation to provide services to Student Athletes that are participating in a sport that is not an In-Season Sport during practices that coincide with the practices of In-Season Sports. The parties hereunder understand that, from time to time, changes in circumstances may make modification of this agreement desirable, to one party or the other. Both parties agree to be reasonable in requesting such changes and accommodating changes which may be requested.

3.4 **Facilities.** Client will provide designated athletic training facilities that are reasonably suitable for the needs of Client's Student Athletes at Client's home gymnasium, stadium and practice fields, which shall be equipped with such equipment and supplies (medical and non-medical) as Client reasonably determines to be appropriate. Minimum standards for the facility should be a treatment table for care of the athletes, a desk and computer for record keeping and a lockable file cabinet for storage of records. Additionally, Client shall provide such type and amount of first aid supplies as are reasonably necessary to maintain the health of the Student Athletes throughout the Term. Provider will identify and report to Client any malfunction or identified problem with any equipment used by Provider's health care professionals in connection with providing care to Student Athletes. Once reported, Client shall promptly repair or replace such equipment and will not operate the equipment until such equipment is repaired or replaced. Client shall provide to Provider any written certification as to any equipment repaired by or on behalf of the Client.

#### **ARTICLE IV INSURANCE & INDEMNIFICATION**

4.1 **Insurance.** Provider agrees directly to provide and maintain professional liability and general liability insurance during the Term of this Agreement for its activities in connection with this Agreement with limits required by the Commonwealth of Pennsylvania with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate with Client named as an additional insured. The coverage provided shall insure Provider and each employee thereof against any act, error or omission of Provider and Provider's employees. Provider shall also provide worker's compensation insurance as may be required and consistent with state law. Provider agrees to furnish to Client written evidence of the maintenance and continued effectiveness of the insurance obtained prior to the commencement of services and otherwise upon written request of Client. Client agrees to provide and maintain comprehensive general liability insurance, placed on an occurrence basis, during the term of this Agreement with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

4.2 **Indemnification.** Provider and Client shall each hold harmless, indemnify, and defend the other and the other's directors, officers, agents, members and employees against any and all claims, liability, causes of action, injuries and damages (including reasonable attorneys fees) to the extent caused by the negligent acts or omission or willful misconduct on the part of the indemnifying party or the indemnifying party's directors, officers, agents, members or employees.

## **ARTICLE V TERMINATION**

5.1 **Termination.** This Agreement may be terminated by either party upon giving of at least ninety days (90) written notice to the other party. In the event that either party defaults materially in the performance of any obligation under this Agreement and fails to cure such default within thirty (30) days following receipt of notice of the default from the other party, the party not in default shall have the right to terminate this Agreement immediately.

## **ARTICLE VI DISCLOSURE OF INFORMATION**

6.1 **Custody and Confidentiality of Student-Athlete Records.** Notwithstanding Section 6.2 of this Agreement, Provider and Client agree that all records (regardless of author) concerning Student Athletes consulted, interviewed or treated and cared for by Provider within the scope of this Agreement, are completed on behalf of the Client and shall belong to the Client. Provider understands and agrees that when it is performing its obligations under this Agreement, it is performing an institutional service for which the Client would otherwise use its own employees and that Provider is under the direct control of Client with respect to the use and maintenance of these records. Provider agrees to hold all such records in accordance with the confidentiality, integrity and security requirements of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g, 34 C.F.R. Part 99 (FERPA). Such records may be used only for the purpose of treating and caring for the Student Athletes under this Agreement and may not be disclosed to any third party (including the Student Athlete's parents) without the Client's or Student Athlete's written consent. Such records, however, may be disclosed to Client and its school officials including coaches, administrators, nurses, team physicians, teachers, and athletic directors, without the Student Athlete's prior written consent. Upon termination of this Agreement, Provider shall not be entitled to preserve such records and must return all originals to Client and destroy all copies within sixty (60) days; provided, however, that Client shall, subject to applicable law, make the same available to Provider at such times following termination hereof that Provider may require the same.

6.2 **Disclosure of Information.** Client recognizes and acknowledges that all records, files, reports, protocols, policies, manuals, databases, processes, procedures, computer systems, materials and other documents pertaining to services rendered by Provider under this Agreement, belong to and shall remain the sole property of Provider and, special, and unique assets of Provider's business. Client shall not, during or after the Agreement Term, disclose such proprietary information of Provider or trade secrets of Provider to any other firm, person, corporation, association or other entity for any reason or purpose whatsoever, or use such information for Client's own benefit, without the prior written consent of Provider, unless otherwise required to disclose such information in accordance with appropriate judicial process.

6.3 **Injunction.** Client acknowledges that the confidentiality restrictions contained in this Article VI are a reasonable and necessary protection of the legitimate trade secrets and business interests of Provider's. In the event of any violation of these restrictions, Provider shall be entitled to preliminary and permanent injunctive relief, in addition to any other remedy available to Provider at law. Nothing contained in this Agreement shall be construed as prohibiting Provider from pursuing any other legal or equitable remedies available to Provider due to a violation of the restrictions set forth in this Article VI, including monetary damages and relief.

6.4 **Costs of Enforcement.** In the event a party is successful to any extent in enforcing the provisions of this Article VI, the breaching party shall reimburse the prevailing party for all reasonable costs (including but not limited to reasonable attorney's fees) incurred in the enforcement effort. Such reimbursement shall be in addition to such other relief as the court may award the prevailing party.

## **ARTICLE VII NOTICE**

7.1 **Notice.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon delivery if delivered to the addressee in person. Notices shall be effective three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, or effective the next business day if delivered by overnight courier with charges prepaid, addressed as follows:

If to Provider: Allegheny Clinic.  
1307 Federal Street  
Suite 500  
Pittsburgh, PA 15212  
ATTN: Craig Castor, Manager Orthopaedics, Athletic Training

With a copy to: General Counsel  
Allegheny Health Network  
30 Isabella Street  
Suite 200  
Pittsburgh, Pennsylvania 15212

If to Client: Mike Gavlik  
Athletic Director  
Chartiers Valley School District  
50 Thomas Run Road  
Bridgeville, PA 15017-2832

With a copy to: Patricia Connolly  
Director of Finance and Operations  
Chartiers Valley School District  
2030 Swallow Hill Road  
Pittsburgh, PA 15220

or to such other address as either party shall designate in writing for notices to be given to him, her, or it in accordance with this Article.

## **ARTICLE VIII MISCELLANEOUS**

8.1 **Recitals.** The recitals are true and correct and are incorporated in their entirety as part of this Agreement.

8.2 **Non-Discrimination.** Provider and Client shall assure that the professional services provided pursuant to this Agreement are rendered without regard to race, sex, national origin, age, disability, or any other protected category under federal, state or local law.

8.3 **Severability.** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

8.4 **Litigation.** Except as otherwise set forth herein above, in the event a dispute between the parties results in litigation or in an arbitration proceeding, then, except to the extent otherwise provided in this Agreement, each party shall be responsible for its, his, or her own attorneys' fees and all other costs of such action or proceeding.

8.5 **Assignment.** Provider may assign all of its rights and duties under this Agreement without recourse to any Affiliate or to any entity that purchases all or substantially all of the operating assets of Provider, provided that any such assignment shall not abrogate any compensation of Physician. This Agreement may be otherwise assigned upon the written agreement of both parties.

8.6 **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania. Any action or claim arising from, under, or pursuant to, this Agreement shall be brought in the courts, state or federal, located within Allegheny County, Pennsylvania, and the parties expressly waive the right to bring any legal action or claim in any other court. The parties consent to venue in any state or federal court within Allegheny County, Pennsylvania having jurisdiction.

8.7 **Arbitration.** Except as to the provisions contained in Articles VI, the exclusive jurisdiction of which shall rest with a court of competent jurisdiction in Allegheny County, Pennsylvania, any controversy or claim arising out of or related to this Agreement, or any breach of this Agreement, shall be settled, by arbitration held in Allegheny County, Pennsylvania, in accordance with the rules and procedures of alternative dispute resolution and arbitration established by the Alternative Dispute Resolution Service of the American Health Lawyers Association (“AHLA”), and judgment upon any award rendered may be entered in any court having jurisdiction. Such arbitration, if elected, shall be conducted before a single AHLA arbitrator selected jointly by the parties, or, in the event the parties are unable to agree, designated by the AHLA.

8.8 **Waiver.** Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision and shall not be effective at all unless in writing. A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by either party, and such waiving party shall be free to reinstate any such term or condition, with or without notice to the other party.

8.9 **Entire Agreement/Amendment.** This Agreement contains the entire agreement between the parties. No change, addition, or amendment shall be valid unless by written agreement executed by both parties.

8.10 **Survival.** The provisions of this Agreement, including, but not limited to, Article VI, shall survive the termination of Physician’s relationship with Provider and the assignment of this Agreement by Provider to any successor or assign.

8.11 **Confidentiality.** Except as otherwise required by law, both Provider and Client agrees to hold in strictest confidence all of the terms and conditions set forth in this Agreement; provided, however, both parties may disclose the terms of this Agreement to his/her attorneys, accountants and other financial and legal advisors as reasonably necessary.

8.12 **Expenses.** Each party to this Agreement shall pay his/her/its own costs and expenses in connection with the arrangement here contemplated.

8.13 **Changes in Law.** It is the intent of the parties that the terms of this Agreement be in strict compliance with applicable law, statutes, rules and regulations including, but not limited to, HIPAA, Medicare fraud and abuse, the legislation and regulations commonly known as Stark, and the private inurement, intermediate sanctions laws and regulations and other provisions of the Internal Revenue Code applicable to non-profit corporations, to the extent applicable to this Agreement. If in the opinion of either party’s legal counsel, laws, regulations, interpretations or rulings raise questions regarding the enforceability of this Agreement, or if either party’s legal counsel believes strict compliance with this Agreement would not be consistent with any applicable laws, statutes, rules or regulations, or if any authority commences regulatory or enforcement action, the parties shall renegotiate any terms of this

Agreement to cure the terms to secure such strict compliance. In the event the parties, after exercising the utmost good faith, have been unable to renegotiate the terms of this Agreement within thirty (30) days from the date of notice of the problem, either party shall be entitled to immediately terminate this Agreement.

8.14 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.15 **Binding Effect.** This Agreement shall inure to the benefit of the parties hereto and be binding on the parties hereto, their successors and assigns. This Agreement shall not become effective or legally binding upon either party until signed by both Provider and Client.

8.16 **Independent Contractor.** Provider, in performing the services, is acting in the capacity of an independent contractor, and is not an agent, servant, partner, or employee of the Client. Any Provider employees assigned to perform the services are solely the employees of Provider, and any employees of Provider's affiliate or subsidiary assigned to perform the services are solely the employees of the affiliate and subsidiary. Provider will have control over the performance of the services and shall be solely responsible for payment of its federal and local taxes, salary for its employees, and social security payments. None of the benefits provided by the Client to its employees, including, but not limited to, worker's compensation insurance, disability insurance, medical insurance, and employment insurance shall be provided by the Client to any of Provider's employees. Provider has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the Client or to bind the Client in any way whatsoever.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

**WITNESS:**

\_\_\_\_\_

**CLIENT:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**PROVIDER:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **EXHIBIT A**

### **List of Providers**

2 Athletic Trainer certified by the National Athletic Trainers Association and licensed to provide athletic training by the Commonwealth of Pennsylvania

1 Licensed Medical Doctor that specializes in sports medicine

## EXHIBIT B

### Schedule and Duties

#### Physician Services

Provider shall make the physician(s) listed in Exhibit A available to provide the below services on the following schedule:

<u>Physician Coverage</u>	<u>Service Provided</u>	<u>Hours/Day</u>
Sports Medicine Physician	Onsite Injury Clinic	1 hour/week as deemed necessary by Provider
Sports Medicine Physician	Home Game Coverage – Football	As scheduled by WPIAL
Sports Medicine Physician	On call availability	As Needed by AHN Athletic Trainer

#### Other Services

Except as specifically set forth herein below, during the school year, Provider shall make the assigned athletic trainers set forth on Exhibit A, above, available Monday thru Friday from 1:00pm until 30 minutes after the last practice or competition on such day and on Saturdays as mutually agreed upon by the parties. Client must notify Provider of changes to practice times no less than 48 hours in advance to ensure coverage by the assigned athletic trainers. Notwithstanding the foregoing, all coverage for rescheduled practice times is subject to athletic trainer's availability.

The athletic trainers shall perform the following services:

<u>Service Provided</u>	<u>Hours/Day</u>
Athletic training services to injured athletes, including without limitation initial injury evaluation, therapy within the scope of athletic trainer license and recommendation for additional medical intervention.	
Consultation, supervision and development of a program for sport medicine educational programming series with 5 topics per year	As mutually agreed upon by the parties
Managing concussions using Provider's preferred concussion management software	Monday thru Friday from 1:00pm until 30 minutes after the last practice or competition on such day and on Saturdays as mutually agreed upon by the parties. This service will also be available up to 15 hours per week in the summer subject to athletic trainer availability.
Communicating and tracking student athlete injuries using Providers preferred injury tacking software	Monday thru Friday from 1:00pm until 30 minutes after the last practice or competition on such day and on Saturdays as mutually agreed upon by the parties.
Coordinating the purchase of supplies and maintaining	

inventory records of supplies in coordination with and the supervision of a designated school administrator.	
Submitting injury summary reports, by sport, at the end of each sport's season to the designated school administrator	Upon request by Client
Assisting in the development of a student athletic trainers' program.	As mutually agreed by the parties.
Providing a presentation describing to the school staff and parents the extent of the aforementioned services.	As mutually agreed by the parties.
Review all PIAA athletic physicals prior to each sport's season.	

Provide shall further make available to Client the following services:

- 1) Educational Presentations from a Certified Strength and Conditioning Specialist, Licensed Physical Therapist and/or Licensed Athletic Trainer on any of the following topics:
  - a. Strength Training for a specific sport/activity
  - b. Arm Care for the Overhead Athlete
  - c. ACL Integrity
  - d. Nutrition and Wellness for the Student Athlete
  - e. Stress Management for the Student Athlete
  - f. How to Perform at Your Best: The Pursuit of Excellence
- 2) Program Review: an AHN Strength and Conditioning Specialist will review/critique any existing strength training and conditioning plan for Client Varsity, Junior Varsity and/or Club program offering feedback/changes on how to best maximize results.



Sports Medicine

**Consent to Treatment by Certified Athletic Trainer(s)/Team Clinician(s)**

I, \_\_\_\_\_ (printed name of parent, legally authorized representative, or student athlete, if over 18) hereby authorize Allegheny Health Network (AHN) Certified Athletic Trainer(s)/Team Clinician(s) to provide injury/illness care and prevention related to participation in student athletic programs.

I understand that others may assist or participate in providing care and establishing treatment regimens. Under the direction/supervision of a certified athletic trainer or team clinician, athletic training students and high school student aides may also assist in furnishing care.

This consent is valid for one (1) year from the date below unless otherwise specified.

I understand that this consent is subject to revocation at any time, except to the extent that AHN has already taken action in reliance upon it. A photocopy or facsimile of this consent will be considered valid

I understand that AHN's Notice of Privacy Practices can be reviewed here:

<https://www.ahn.org/notice-of-privacy-practices>

\_\_\_\_\_  
Parent, Guardian, or Student Athlete (if over 18) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

## Exhibit D

Patient Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Birth: (xx/xx/xxxx): \_\_\_\_\_ Last 4 (Four) digits of SSN:

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### Authorization for Release of Protected Health Information

I hereby authorize the Allegheny Health Network (AHN) certified athletic trainer(s) and team clinician(s) to release Protected Health Information (PHI) to: school athletic department staff, coaches, other school administrators, EMS personnel, and other persons/entities involved in school athletics for the purpose of establishing and delivering a treatment plan or determining if a student athlete qualifies for participation in school-sponsored sports activities.

The PHI I would like to have released is as follows:

☐ Release my entire chart (I understand this may include information pertaining to AIDS/HIV; mental health care; treatment for alcohol and/or drug abuse; and sexually transmitted disease).

Do not release: ☐ AIDS/HIV

☐ Mental Health History

☐ Drug & Alcohol

Other (specifically identify exact information to be disclosed, including specific dates of service):

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- I understand that this Authorization shall expire one (1) year from the date of signature unless otherwise specified.
- I understand that this Authorization will remain in effect if I am treated for an injury during off-season workouts within the calendar year of when I signed the Authorization.
- I understand that I may revoke this Authorization at any time by mailing or personally delivering a signed, written notice of revocation to AHN. Such revocation will be effective upon receipt, except to the extent that the recipient has already taken action in reliance on this Authorization.
- I understand that I am not required to sign this Authorization as condition of my obtaining treatment.
- I understand that, to extent that any recipient of this information is not a “covered entity” under HIPAA; the information may no longer be protected by law. I understand that, in these circumstances, the individual receiving this information may be permitted to re-disclose the information. I understand that my healthcare provider is not responsible should the individual receiving this information re-disclose the information.
- I am entitled to a copy of this completed Authorization upon my request.
- I hereby acknowledge that I have read and fully understand the above statements as they apply to me.

\_\_\_\_\_  
Signature of Patient/Student Athlete Date

\_\_\_\_\_  
Signature of Parent, Legal Guardian or Personal Representative Date

\_\_\_\_\_  
Witness/Staff Member Signature Date

If signed by a Personal Representative, complete the following:

Printed Name of Personal Representative: \_\_\_\_\_

Description of authority to act for individual (include supporting documentation):  
\_\_\_\_\_

**Oral Authorization**

Only to be used if patient/student athlete is physically unable to sign.

I witness that the nature of this Authorization has been explained to the patient, that the patient understood the nature of the release and freely gave oral authorization (two witnesses are required).

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_