

Susquehanna Township High School Sports Medicine Agreement

This Independent Contractor Agreement (the “Agreement”) is made between:

Client: Susquehanna Township High School, AND

Contractor: AtheltiCare LLC

WHEREAS, the Client intends to pay the Contractor for Services provided, effective July 27, 2026, under the following terms and conditions:

1. SERVICES. Contractor shall provide athletic training services for Client's athletic programs during the term of this Agreement. Services shall include injury prevention, injury evaluation and management, emergency care, first aid, concussion recognition and management, rehabilitation programming, therapeutic exercise, therapeutic modalities permitted within the athletic trainer's legal scope of practice, return-to-play progression, athlete monitoring, injury documentation, and communication with coaches, parents, school administrators, physicians, and other healthcare providers as appropriate.

Contractor shall perform all services in accordance with applicable Pennsylvania law, professional standards, licensure requirements, and Client policies. Nothing contained in this Agreement shall authorize Contractor to diagnose medical conditions, prescribe medications, or perform services requiring physician licensure.

Contractor shall also serve as an educational resource regarding injury prevention, athlete wellness, concussion management, and safe participation practices for student-athletes, coaches, administrators, and parents.

The anticipated scope, schedule, and location of services are described in Exhibit A, which is incorporated herein by reference.

2. INDEPENDENT MEDICAL JUDGMENT. Contractor shall maintain independent professional judgment regarding all matters involving athlete health and safety. Contractor shall have authority, within the scope of professional licensure and applicable law, to evaluate injuries, determine participation restrictions, recommend removal from participation, coordinate referrals for additional medical care, supervise rehabilitation programs, and oversee return-to-play progression.

Client acknowledges that coaches, administrators, parents, student-athletes, and other representatives of Client shall not direct Contractor to alter medical findings, treatment recommendations, participation restrictions, or medical documentation. Medical decisions made by Contractor within the scope of professional practice shall not be overridden by non-medical personnel.

Client further acknowledges that Contractor's clinical evaluations, treatment recommendations, participation restrictions, rehabilitation recommendations, and return-to-play determinations constitute independent professional healthcare judgments rendered in accordance with applicable

law, professional standards, and Contractor's licensed scope of practice. Contractor shall exercise reasonable professional judgment but does not guarantee any particular medical outcome, recovery, or prevention of future injury.

3. COMPENSATION. Client shall compensate Contractor at the rate of Fifty Dollars (\$50.00) per hour for services performed under this Agreement.

Contractor shall submit invoices no later than the last day of each month for services rendered during that month. Payment shall be due within fifteen (15) days of receipt of invoice.

Any invoice not disputed in writing within seven (7) days of receipt shall be deemed accepted.

4. TERM AND TERMINATION. This Agreement shall commence on July 27, 2026 and continue through August 28, 2026 unless earlier terminated pursuant to this Agreement.

Either Party may terminate this Agreement upon seven (7) days written notice to the other Party.

Either Party may immediately terminate this Agreement upon written notice if the other Party materially breaches this Agreement, loses any required licensure or certification, fails to maintain required insurance coverage, engages in professional misconduct, or otherwise becomes unable to perform its obligations.

Client shall remain responsible for payment for all services rendered through the effective date of termination.

Any continuation of services beyond the stated term shall require a written amendment or addendum executed by both Parties.

5. INDEPENDENT CONTRACTOR STATUS. Contractor is and shall remain an independent contractor and is not an employee, partner, agent, or joint venturer of Client.

Contractor shall be solely responsible for all taxes, insurance, benefits, workers' compensation obligations, and other obligations arising from compensation received under this Agreement.

Nothing contained herein shall be construed as creating an employment relationship between the Parties.

6. LICENSURE, CLEARANCES, AND COMPLIANCE. Contractor represents and warrants that Contractor possesses and shall maintain throughout the term of this Agreement all licenses, certifications, and qualifications required to perform athletic training services within the Commonwealth of Pennsylvania.

Contractor further represents that all criminal history record checks, Pennsylvania Child Abuse History Clearances, FBI fingerprint clearances, and any other screenings required by Pennsylvania law or Client policy have been obtained and shall remain valid throughout the term of this Agreement.

Contractor shall comply with all applicable federal, state, and local laws, regulations,

professional standards, and school district policies.

7. FACILITIES, SUPPLIES, AND EQUIPMENT. Client shall provide a dedicated treatment area reasonably acceptable to Contractor for evaluations, treatment, rehabilitation activities, and recordkeeping.

Client shall also provide secure storage for athletic training supplies, equipment, and records maintained on campus.

Client shall furnish reasonably necessary supplies and equipment required for the performance of services, including taping supplies, first aid materials, wound care supplies, rehabilitation equipment, and emergency response equipment. Contractor shall notify Client when additional supplies are required.

Client shall ensure that a functioning Automated External Defibrillator (AED) is readily available at athletic facilities where services are being provided.

8. STUDENT PRIVACY AND CONFIDENTIALITY. Contractor acknowledges that, in the course of providing services, Contractor may receive access to confidential student, educational, medical, and personal information.

Contractor shall comply with FERPA, applicable Pennsylvania privacy laws, and Client policies regarding the protection, use, storage, and disclosure of confidential information.

Contractor shall use such information solely for purposes related to the performance of services under this Agreement and shall not disclose confidential information except as permitted by law or authorized by the Client, student, parent, or legal guardian, as applicable.

Upon termination of this Agreement, Contractor shall return or securely transfer records as required by law and Client policy.

9. RECORDS AND DOCUMENTATION. Contractor shall maintain accurate records of evaluations, treatments, rehabilitation services, referrals, incident reports, and other services rendered under this Agreement in accordance with applicable legal requirements and professional standards.

Copies of records shall be provided to Client upon reasonable request to the extent permitted by law.

Ownership, retention, storage, and disclosure of records shall be governed by applicable law, professional obligations, and privacy requirements.

10. COORDINATION OF CARE. Contractor shall, when appropriate, coordinate care with physicians, physical therapists, healthcare providers, school nurses, and other professionals involved in the care of student-athletes.

Contractor may assist student-athletes and their families in facilitating referrals and appointments when medically appropriate.

Nothing in this Agreement shall require a student-athlete to utilize Contractor's services, and all student-athletes shall retain the right to seek medical care from providers of their choosing.

11. MANDATORY REPORTING. Contractor shall comply with all mandatory reporting obligations imposed by federal, state, and local law, including the Pennsylvania Child Protective Services Law and any obligations relating to suspected child abuse, neglect, threats to student safety, or other reportable events.

12. INSURANCE. Contractor shall maintain professional liability insurance and commercial general liability insurance throughout the term of this Agreement in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

Upon request, Contractor shall provide evidence of such coverage.

Each Party shall remain responsible for the acts and omissions of its own officers, employees, agents, and representatives.

13. MUTUAL INDEMNIFICATION. Contractor shall indemnify and hold harmless Client and its officers, board members, administrators, employees, and agents from any third-party claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising directly from Contractor's negligent acts, omissions, or willful misconduct in the performance of services under this Agreement. Contractor's obligations under this Section shall be subject to the limitation of liability set forth in Section 14, to the fullest extent permitted by applicable law.

Client shall indemnify and hold harmless Contractor and its officers, employees, agents, and representatives from any third-party claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising directly from the negligence, misconduct, facilities, operations, employees, volunteers, students, administrators, coaches, or agents of Client, except to the extent caused by Contractor's negligence or willful misconduct.

14. LIMITATION OF LIABILITY. Except for claims arising from Contractor's gross negligence, willful misconduct, or obligations that cannot be limited by law, Contractor's aggregate liability arising out of this Agreement shall not exceed the professional liability insurance limits required under Section 12. Neither Party shall be liable for consequential, incidental, special, or punitive damages.

15. INABILITY TO PERFORM. If Contractor is unable to perform services due to illness, emergency, or other circumstances beyond Contractor's reasonable control, Contractor shall notify Client as soon as reasonably practicable. Client may obtain substitute athletic training coverage at its discretion, and Contractor shall not be responsible for the acts or omissions of any substitute provider retained by Client. Such temporary inability to perform shall not constitute a breach of this Agreement. While Client utilizes a substitute provider under this Section, Client shall have no obligation to compensate Contractor for services not performed during that period.

16. FORCE MAJEURE. Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent caused by events beyond its reasonable control,

including but not limited to severe weather, natural disasters, governmental action, public health emergencies, labor disputes, school or facility closures, or other unforeseen events. This Section shall not alter the provisions of Section 15 regarding Contractor's temporary inability to perform services.

17. ASSIGNMENT. Neither Party may assign this Agreement without the prior written consent of the other Party.

18. NOTICES. All notices required under this Agreement shall be in writing and delivered personally, by certified mail, recognized overnight courier, or electronic mail with confirmation of receipt, to the addresses designated by the Parties.

Client:

Susquehanna Township High School

3500 Elmerton Ave, Harrisburg, PA 17109

Contractor:

AthletiCare LLC

3609 Ridgeway Rd, Harrisburg, PA 17109

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

The Parties agree that any legal action arising out of this Agreement shall be brought exclusively in a court of competent jurisdiction located in Dauphin County, Pennsylvania.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the Parties and supersedes all prior oral and written agreements relating to the subject matter herein.

Any amendment, modification, or waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

SIGNATURES

Client: Susquehanna Township High School

Contractor: AthletiCare LLC

Signature:

Signature:

Name:

Title:

Date:

Name:

Title:

Date:

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EXHIBIT A

ATHLETIC TRAINING COVERAGE SCHEDULE

This Exhibit A is incorporated into and made part of the Athletic Training Services Independent Contractor Agreement between Susquehanna Township High School ("Client") and AthletiCare LLC ("Contractor").

Contract Term

Start Date: July 27, 2026

End Date: August 28, 2026

COVERED ATHLETIC PROGRAMS

Contractor shall provide athletic training services for the following athletic programs as requested by Client:

- Football
- Field Hockey
- Boys and Girls Soccer
- Girls Tennis
- Cross Country

Additional athletic programs may be added upon mutual written agreement of the Parties.

SCHEDULED COVERAGE

Contractor shall provide athletic training coverage on the following dates and times. All scheduled coverage is subject to modification by mutual agreement of the Parties.

Dates	Coverage Hours
7/27/2026 - 7/29/2026	2:00pm - 5:00pm
8/3/2026	2:00pm - 5:00pm
8/6/2026	12:00pm - 2:00pm
8/10/2026 - 8/14/2026	4:00pm - 8:00pm
8/27/2026 - 8/21/2026	2:00pm - 8:00pm
8/22/2026	5:00pm - 8:00pm
8/24/2026 - 8/27/2026	3:00pm - 8:00pm

The Parties acknowledge that athletic schedules are subject to change due to weather, facility availability, transportation schedules, postseason competition, school closures, and other operational needs. Schedule modifications may be made upon reasonable notice and mutual agreement.

TREATMENT AND REHABILITATION HOURS

Contractor shall provide injury evaluation, treatment, rehabilitation, and recovery services during the following designated treatment hours:

- Treatment will be provided at least one (1) hour prior to event coverage, unless otherwise discussed and mutually agreed upon with the Athletic Director and/or coach(es).

EVENT AND GAME COVERAGE

Contractor shall provide coverage for the following home contests, scrimmages, tournaments, camps, and special athletic events as mutually agreed upon by the Parties:

- **Saturday, August 22, 2026 - Varsity Football Scrimmage vs. Steelton**
- **Monday, August 24, 2026 - Girls Tennis Match vs. Middletown**
- **Friday, August 28, 2026 - Varsity Football @ West York** *(if coverage still needed)*

ADDITIONAL COVERAGE

Additional dates, events, tournaments, postseason contests, summer activities, or hours requested by Client and accepted by Contractor shall be billed at the hourly rate established in the Agreement unless otherwise agreed in writing.

Primary School Contact

Athletic Director: Lance Dean

Phone: 717-350-6471

Email: ldeane@hannasd.org

Secondary Contact

Director of HR: Kathy Ciaciulli

Phone: (717) 657-5100 ext. 50140

Email: kciaciulli@hannasd.org

SERVICE LOCATIONS

Services shall be provided at Susquehanna Township High School athletic facilities and any other locations designated by Client for school-sponsored athletic activities.