

ATHLETIC TRAINER HOST SERVICES AGREEMENT

This Athletic Trainer Host Services Agreement, comprised of the following Events Terms and the Athletic Trainer Host Services Terms and Conditions attached hereto as **Attachment A** (collectively, this “Agreement”), is effective September 1, 2026 (the “Effective Date”), by and between Jefferson Health Corporation d/b/a Lehigh Valley Health Network, a Pennsylvania not-for-profit corporation (“LVHN”) and Event Host (listed below). The parties acknowledge and agree that the Agreement constitutes the entire agreement of the parties with respect to each party’s rights and obligations related to the subject matter described herein. Each party hereby represents and warrants to the other that the individual executing this Agreement on behalf of such party has the full right and authority to enter into this Agreement and bind such party to this Agreement.

EVENTS TERMS

Event Host:	LEHIGHTON AREA SCHOOL DISTRICT	
Events:	MUTUALLY AGREED UPON PIAA CHAMPIONSHIP EVENTS HOSTED BY EVENT HOST	
Event Location:	LEHIGHTON AREA HIGH SCHOOL AND MIDDLE SCHOOL	
LVHN Personnel:	ONE CERTIFIED ATHLETIC TRAINER	
LVHN Rate:	\$25.00 PER HOUR	
Primary Contacts:	LVHN: Regional Sports Medicine Manager Jeff Silliman Ph: 610-217-2365 Email: jeff.silliman@jefferson.edu 2030 Highland Avenue Bethlehem, PA 18020	Event Host: Athletic Director Kyle Spotts Ph: 570-369-2888 Email: kspottts@lehighton.org 1 Indian Lane Lehighton, PA 18235

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

LVHN:

By: _____
Name (Printed): _____
Title: _____
Date: _____

EVENT HOST:

By: _____
Name (Printed): _____
Title: _____
Date: _____

Attachment A

ATHLETIC TRAINER HOST SERVICES TERMS AND CONDITIONS

1. LVHN Obligations.

- (a) **LVHN Personnel.** LVHN shall provide the LVHN Personnel for Events consistent with the Events Terms (on page 1 of this Agreement). For each Event, the date (“Event Date”) and the start time (“Event Start Time”) must be agreed to by both parties in writing prior to its Event Date. LVHN shall designate, in its sole discretion, the LVHN Personnel who shall provide Services at each Event, and such LVHN Personnel shall remain at all times solely accountable to, and under the control and direction of, LVHN. For clarity, LVHN is not acting for or as an agent of any school or school district when providing Services.
- (b) **Services.** For each Event, LVHN Personnel shall provide the services enumerated below at the Event Location on the Event Date during the time period starting 30 minutes before the Event Start Time and continuing until 30 minutes after the end of the Event (“Services”).
 - i. Provide emergency athletic training services (pursuant to a standing written prescription or protocol from a supervising physician) to athletes participating at the Event.
 - ii. Provide athletic training services (pursuant to a standing written prescription or protocol from a supervising physician) to athletes participating at the Event when: (i) such athletes do not have an athletic trainer present, and (ii) consent to treat has been obtained for such athletes to the extent required by law (whether from the athlete, the athlete’s parent/guardian/coach, or otherwise, as appropriate). (The services described in this paragraph are referred to as “Guest AT Services.”)
 - iii. Conduct a site walk through with athletic trainers covering the Event making sure to point out important locations like AED’s, exits, locker room locations, etc.
 - iv. Provide access to site medical facilities and/or medical areas.
 - v. Review the location-specific emergency action plan with athletic trainers covering the Event.
 - vi. Prior to the Event, make emergency equipment as well as other common sideline items, like injury ice, available to the athletic trainers covering the Event.
 - vii. In the event of an emergency, advise Event Manager (defined below) of the location-specific emergency action plan.

2. Event Host Obligations.

- (a) Event Host shall communicate to LVHN’s Primary Contact the name and contact information of the applicable Event Manager at least 48 hours in advance of each Event. “Event Manager” shall mean the Event Host representative who will be on-site during the Event and who is responsible for managing the Event. The Event Manager shall also be responsible for set-up and opening the rooms and facilities at the Event Location. For clarity, LVHN Personnel cannot be the Event Manager.
- (b) Event Host shall assist, and shall require Event Manager to assist, LVHN Personnel with obtaining treatment consents from all athletes (or their parent or legal guardian, as appropriate) prior to and/or when such athletes need treatment. Event Host acknowledges and agrees that if LVHN Personnel reasonably believes that LVHN Personnel does not have treatment consent when such consent is needed, neither LVHN nor LVHN Personnel is required to provide any health care services directly

to such athlete.

- (c) Event Host acknowledges and agrees that, as between LVHN and Event Host, Event Host is solely responsible for the conduct of all Event participants (including but not limited to athletes, parents, coaches, and Event personnel attending any Event). In the event that any such individual treats any LVHN Personnel in a belligerent, aggressive, or offensive manner at any Event (“Attendee Misconduct”), Event Host agrees that the Event Manager shall be responsible for the interdiction of such Attendee Misconduct and/or the removal of such individual from the Event, as may be necessary. In the event that the Event Manager is unable to fulfill its obligations under this Section 2(c), LVHN Personnel will be permitted to cease providing Services at the applicable Event without regard to any potential interruption to such Event that such LVHN Personnel’s departure may cause. Additionally, in the event of any Attendee Misconduct, LVHN may terminate the Agreement immediately upon written notice to Event Host.
 - (d) Event Host shall ensure that LVHN Personnel has access to all locations and facilities necessary to perform Services for each Event. Event Host acknowledges that it is solely responsible for all locations and facilities (and their adequacy) in which any Event will take place.
 - (e) Event Host acknowledges and agrees that LVHN Personnel provided by LVHN shall not be asked by Event Host or any of its personnel to engage in activities or perform services other than the Services described under this Agreement.
 - (f) Event Host represents and warrants that it has the full power, right, and authority to perform its obligations under and grant the rights contemplated by this Agreement.
3. **Provision of Supplies.** LVHN agrees to provide supplies necessary in connection with the provision of athletic trainer Services by LVHN (“Supplies”), which such Supplies shall be used exclusively by LVHN Personnel for the performance of athletic trainer Services.
4. **Payment for Services.** Event Host will pay LVHN for Services at the applicable rate indicated in the Events Terms. Payment will be due no later than thirty (30) days following Event Host’s receipt of each invoice from LVHN.
5. **Term and Termination.**
- (a) This Agreement shall be in effect commencing on the Effective Date and shall terminate on the first (1st) anniversary thereof unless terminated earlier pursuant to the terms in the Agreement. Notwithstanding the foregoing, the terms of Section 4 (Payment for Services), Section 8 (Compliance), Section 9 (Confidentiality), Section 13 (Indemnification), Section 14 (No Assignment), Section 16 (Notices), Section 18 (Governing Law), Section 19 (Partial Invalidity), Section 20 (Waiver), and Section 21 (Complete Agreement; Modifications) shall continue in full force and effect following the termination of this Agreement. Additionally, any term or provision of this Agreement, the survival of which is necessary in order that such terms and provisions are given full force and effect shall survive the expiration or termination of this Agreement, regardless of the date, cause or manner of such expiration or termination.
 - (b) In the event that either party breaches a material term of this Agreement that is not cured with ten (10) days of receipt of a written notice specifying the breach, the non-breaching party may terminate the Agreement immediately upon expiration of such ten (10) day notice. In the event that the breach cannot be cured within ten (10) days, the Agreement will not be terminated for breach in the event the breaching party demonstrates within such ten (10) day period it is diligently making efforts to cure the breach to the satisfaction of the other party.

- (c) This Agreement may be terminated by LVHN at any time upon thirty (30) days' written notice to Event Host.
6. **Cancellation.** If Event Host must cancel an Event, Event Host shall communicate such cancellation to LVHN as soon as possible. If Event Host postpones an Event (for inclement weather or otherwise), LVHN shall not be obligated to provide Services for such Event unless LVHN agrees to provide such services on the postponed date.
7. **Insurance.**
- (a) LVHN shall maintain or cause to be maintained during the term of this Agreement on behalf of each athletic trainer and any other health care professional engaged by LVHN and providing Services hereunder, professional liability insurance coverage in a form and in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.
- (b) LVHN and Event Host shall both maintain on their own behalf Commercial General Liability Insurance (including bodily injury, personal injury, contractual liability, completed operations, and property damage) of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- (c) Each party shall provide the other with a certificate(s) of insurance evidencing the insurance coverage required by such party under this Agreement and applicable law within fifteen (15) days of any written request by the other party. No such insurance coverage may be cancelled, non-renewed or reduced below the stated limits during the term of this Agreement. If any of the above coverages maintained by either party are written on a claims-made basis then upon termination of such coverage, the party for whom coverage has terminated ("Notifying Party") shall provide the other party with evidence of "tail" coverage and/or an "extended reporting period" of sufficient duration for the Notifying Party's foreseeable exposures to loss and/or liabilities arising from this Agreement.
8. **Compliance.**
- (a) Each party agrees to comply with applicable federal and state laws and regulations governing its activities and obligations hereunder, including those governing patient information.
- (b) The parties agree to comply with the then-current Sports Medicine Guidelines published by the Pennsylvania Interscholastic Athletic Association ("PIAA"). Further, Guest AT Services shall be provided in accordance with the then-current LVHN Policy & Procedure Manual for its Athletic Training Department ("LVHN AT Manual"). When providing Guest AT Services, LVHN Personnel has final responsibility to determine whether an athlete is removed or withheld from participation due to an injury and clearance for that individual to return to activity is solely the responsibility of the LVHN Personnel. For Guest AT Services, in the event of conflict between the PIAA Sports Medicine Guidelines and LVHN AT Manual, the parties agree to allow the LVHN Personnel to resolve such conflict as medically appropriate. In the event any person overrides or otherwise interferes with the LVHN Personnel's decision when providing Guest AT Services in a manner that violates, or enables a violation of, a provision of the PIAA Sports Medicine Guidelines and/or the LVHN AT Manual, LVHN and LVHN Personnel may immediately stop providing Guest AT Services to the applicable athlete; from that point in time forward, Event Host shall be responsible for obtaining medical services for such athlete. Event Host shall defend, hold harmless and indemnify LVHN against any and all claims, liabilities, damages, or judgments asserted against, imposed upon or incurred by LVHN, including reasonable attorneys' fees, that result from Event

Host's act or omission under this section (with such indemnification surviving the termination of the Agreement). The terms of this subsection (b) shall prevail over any other terms of the Agreement that may be in conflict.

9. **Confidentiality.** The parties agree that the terms of this Agreement are confidential; as such, except for disclosure to their legal counsel, accountants or other professional advisors, neither LVHN nor Event Host shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by the provisions of this Agreement or expressly by the other party.
10. **Fraud and Abuse Compliance.** The parties expressly acknowledge that the remuneration contemplated hereunder is fair market value for the Services rendered, and that nothing contained herein shall require referrals for orders or services. Neither party will knowingly or intentionally conduct itself in such a manner as to violate any federal or state law, rule or regulation applicable to the items purchased or the services rendered hereunder, including but not limited to any fraud and abuse provisions relating to the Medicare and Medicaid Programs. The parties agree that the benefits to either party hereunder do not require, are not payment for, and are not in any way contingent upon the admission, referral, or other arrangement for the provision of any item or service reimbursed under any federal or state health care program, including, without limitation, Medicare or Medicaid. The parties understand and agree that nothing contained in this Agreement shall in any way require or suggest that Event Host shall be required to refer patients to LVHN, any physician or other health care provider, or any affiliate of LVHN at any time whatsoever. Event Host shall be free to refer patients to any hospital, health care facility, provider, or physician, and nothing contained herein is intended to require, and nothing herein shall be construed to require, Event Host to make or influence referrals to, or otherwise generate business for, LVHN, any physician or other health care provider, or any affiliate of LVHN.
11. **Anti-Discrimination.** In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, and the Americans with Disabilities Act of 1990, each party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, employment, programs or activities.
12. **Limitation on Control.**
 - (a) **Additional Health Care Services.** If in the opinion of any LVHN physician or athletic trainer an athlete requires healthcare and/or consultation services beyond those normally expected from such medical personnel, it shall be the responsibility of the athlete (or the athlete's parent or legal guardian, as appropriate) to make individual arrangements, including financial arrangements, for those healthcare and/or consultation services. Further, in the event an athlete is injured and, in the judgment of the LVHN medical personnel (which includes LVHN's physicians and athletic trainers), requires urgent treatment, such medical personnel shall refer the athlete to the type of medical facility determined by the medical personnel to be appropriate for that particular treatment. The parties acknowledge and agree that the medical personnel's recommendations are solely for the convenience of the athlete, and the parties shall inform athletes of their right to choose their own health care provider. Further, nothing in this Agreement shall be construed to limit and/or prevent any athlete (or the athlete's parent or legal guardian, as appropriate) from choosing their own health care provider.
 - (b) **Independent Clinical Decision-Making.** Nothing in this Agreement shall be deemed to modify the physician/patient relationship or the confidential relationship between a physician and his/her patient. This Agreement is not intended to influence the medical judgment of any health care

provider.

13. **Indemnification.** Event Host shall indemnify, defend and hold harmless LVHN from and against any and all claims, losses, penalties, fines, costs, forfeitures, legal fees and related costs, judgments and any other expenses whatsoever and whensoever incurred by or assessed against LVHN arising from: (a) the negligence or willful misconduct of Event Host and/or any of its employed or contracted staff or other representatives; (b) Event Host's breach of any representation or warranty, or failure to observe or perform any obligation or covenant, set forth in this Agreement; or (c) any failure by Event Host to comply with any applicable federal, state, or local laws, regulations, or codes in its conduct hosting, facilitating, or operating any Event.
14. **No Assignment.** Event Host is prohibited from assigning this Agreement or its rights or duties hereunder without the express written permission of LVHN.
15. **Compliance with Laws.** At all times, each party expressly agrees to abide by any and all applicable federal, state and local laws, rules and regulations now in effect or later adopted relating to the subject matter of this Agreement. A party shall promptly notify the other party if it receives notice of any actual or alleged infraction, violation, default or breach relating to the subject matter of this Agreement. No party hereto shall be deemed to assume responsibility for the other party's failure to comply with any federal, state, or local laws, rules and regulations.
16. **Notices.** All notices, requests, demands, or other communications hereunder, other than day-to-day communications within the duties of the representatives, shall be in writing and shall be deemed given if personally delivered or mailed via certified mail or overnight delivery to the address set forth in the Events Terms (on page 1); provided, that a copy of any notice to the address set forth for LVHN in the Events Terms shall also be delivered to the following address via the same method of delivery:

Legal Services Department
Lehigh Valley Health Network
Attn: Lana Ros
Three City Center
515 Hamilton St
Allentown, PA 18101
Email: Lana.Ros@jefferson.edu
17. **Independent Contractor.** None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between or among the parties other than that of independent contractors. Except as otherwise provided, neither of the parties shall be construed to be the agent, partner, co-ventures, employee, or representative of the other.
18. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and is subject to all applicable Federal and State laws, rules, and policies. The parties agree to submit to the exclusive jurisdiction of the Lehigh County Court of Common Pleas for any action in law or equity to interpret, enforce, or defend a breach hereof or action seeking a declaratory judgment or injunction.
19. **Partial Invalidity.** The invalidity or unenforceability of any particular provision(s) of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.
20. **Waiver.** The failure of either party to insist in any instance upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition.

21. **Complete Agreement; Modifications.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, and this Agreement represents the complete understanding of the parties, and supersedes all prior or contemporaneous agreements, negotiations, discussions, and/or understandings, whether written or oral, related to the subject matter of this Agreement. Any modification to this Agreement shall be in writing and signed by both parties. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same document.
22. **Force Majeure.** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached the Agreement for failure or delay in fulfilling or performing any obligation under the Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to pandemic, fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God.
23. **Binding Agreement.** Each party hereto binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Agreement.