

## SCHOOL SPORTS MEDICINE SERVICES AGREEMENT

This School Sports Medicine Services and Sponsorship Agreement (the "Agreement") is entered into as of July 1, 2025, by and between Pine Grove Area School District ("District"), and Saint Luke's Hospital of Bethlehem, Pennsylvania d/b/a St. Luke's University Hospital, a Pennsylvania hospital nonprofit corporation ("St. Luke's").

### Background

A. District desires to have St. Luke's provide from time to time together with one or more athletic trainers, to provide certain sports medicine and/or athletic training services on behalf of District, and St. Luke's desires to provide such physicians and athletic trainers to offer such assistance, pursuant to the terms set forth herein.

B. District also desires to designate St. Luke's as its exclusive provider of sports medicine services, and St. Luke's desires to be so designated, pursuant to the terms set forth herein.

### Terms

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Services.** In consideration of the mutual terms and conditions set forth in this Agreement, St. Luke's agrees to provide one or more athletic trainers (each an "Athletic Trainer") to perform the services set forth on Exhibit A attached hereto (the "Services") during the Term (as defined below). Each Athletic Trainer providing Services hereunder shall maintain a current and valid license to act as an athletic trainer in the Commonwealth of Pennsylvania.

(a) **Health Education Services.** St. Luke's agrees to provide educational programming opportunities upon request as outlined in Exhibit B attached hereto and made a part hereof.

2. **Fees.**

(a) **Annual Fee.** In exchange for the Services, District shall pay St. Luke's an annual fee during each contract year of the Term (the "Annual Fee") as set forth below. District acknowledges that the Annual Fee has historically been substantially below fair market value for the Services provided, and that St. Luke's is now readjusting its fees. The Annual Fees have been allocated to increase over the entire Term to allow District a period of time to bring the fees closer to current fair market value. To the extent that the value St. Luke's provides exceeds the value of the services and the exclusive advertising and promotional rights for sports medicine, the excess is intended to be a donation to District. The Annual Fee shall be payable in two (2) equal installments, with the installment paid each contract year on or before September 1, and March 1.

<u>Year</u>	<u>Annual Fee</u>
2025-2026	\$ 80,000.00
2026-2027	\$ 84,000.00
2027-2028	\$ 88,200.00
2028-2029	\$ 92,610.00
2029-2030	\$ 97,240.50

If additional Athletic Training Services are requested by District that exceed the allocated Services set forth in Exhibit A, St. Luke's shall charge District the then-current hourly rate on a per-diem basis.

(b) Physicals. Students attending regional events (e.g. Martz Hall, Coca-Cola Park and other mass physical sites) for sports physicals shall not be charged. For onsite physicals, District shall pay St. Luke's at the then-current hourly rate per provider for each pre-season sports physical event conducted at District facilities. Those students who are unable to attend regularly scheduled regional physical dates or onsite physical events may receive a make-up physical at designated St. Luke's facilities. Students and/or their parents or guardians will be charged the then-current hour rate for such services. The additional fees referenced for onsite events in this Section 2(b) shall be due and payable within thirty (30) days following District's receipt of an invoice from St. Luke's for such services.

(c) Third Party Insurance Coverage; Co-Payments; Deductibles. St. Luke's may bill and collect from applicable insurance carriers and may collect co-payments and deductibles from students and/or their parents or guardians, faculty and/or staff when additional services not part of this Agreement are provided by a Physician in his/her office.

**3. Term and Termination.**

(a) Initial Term. The term of this Agreement shall commence as of July 1, 2025 (the "Effective Date") and continue until June 30, 2028 (the "Initial Term") unless earlier terminated in accordance with the provisions of this Agreement.

(b) Termination for Cause. If either party breaches a material term, condition, covenant, warranty or representation set forth herein, the non-breaching party shall give the other party written notice of such breach. If the breach is not cured within thirty (30) days of the breaching party's receipt of such notice, the non-breaching party may immediately terminate this Agreement.

(c) Early Termination. The parties acknowledge that St. Luke's is investing resources and hiring personnel for the benefit of District to provide the services and sponsorship set forth herein for the Term. In the event this Agreement is terminated by District prior to the end of the Initial Term, for any reason other than a material breach by St. Luke's that is not cured, District shall be obligated to:

(i) Pay St. Luke's for all amounts due at time of termination; and

(ii) Pay an early termination fee as set forth below based on the year of the Initial Term, such amount to be deemed reasonable liquidated damages by the parties.

2025-2026:	\$ 95,000.00
2026-2027:	\$ 95,000.00
2027-2028:	\$ 98,000.00
2028-2029:	\$ 98,000.00
2029-2030	\$ 100,000.00

(d) Survival. Any provisions of this Agreement that expressly or by implication are intended to survive its termination will survive and continue to bind the parties. Termination of this Agreement shall not affect the rights and obligations of the Parties which have accrued hereunder prior to termination.

**4. Responsibilities of District.**

(a) Exclusive Relationship. District grants St. Luke's the right to be the sole and exclusive provider for sports medicine services rendered pursuant to this Agreement during the Term of this Agreement, and to use the phrase "Exclusive Sports Medicine Provider of Pine Grove Area School District" in connection with advertising and other marketing uses. In accordance therewith, during the Term, St. Luke's shall be the exclusive health care provider endorsed or promoted by District (as further set forth herein) and shall be promoted as the exclusive partner of District with respect to its athletic programs, except as specifically set forth herein. District shall not offer athletic trainer/physician services or engage another party to offer such services during the Term of this Agreement. In addition, District shall not permit any endorsement or promotion of any other Health Care Organization (as defined below) in connection with District's athletic teams or athletic events. As used herein, the term "Health Care Organization" means any health system, hospital, hospital system, physician group, medical or health care provider or similar entity, or any entity which otherwise owns, acquires, controls or manages them, or any entity which is under common ownership, control or management with them. For purposes of this paragraph, District's obligation to promote and/or endorse St. Luke's shall not prohibit District from contracting with any third party, whether a Health Care Organization or not, for provision of services, as the contracting with such third parties, alone, shall not constitute endorsement and/or promotion of such third parties.

(b) Promotions. During the Term, District shall promote St. Luke's, including but not limited to St. Luke's Orthopedic Care, in the manner as described below and for all varsity sports' seasons for boys and girls. Notwithstanding the foregoing, the District's promotion of St. Luke's shall be in conformity with the District's applicable policy or policies addressing, among other things, advertising and sponsorships and as said policies may be amended or adopted by the District from time to time.

(i) District shall promote St. Luke's at each District home game, at no additional charge, as follows:

(A) District shall place and install signage provided by St. Luke's, at St. Luke's sole cost and expense, in District's middle school gymnasiums and high school gymnasiums, subject to the reasonable, prior approval of content, materials, design, color and size by District. District agrees that it shall not allow any signage promoting another Health Care Organization in connection with any District athletic facilities or events. If any permits or approvals are required for such signage, St. Luke's shall obtain said permits or approvals at St. Luke's sole cost and expense. All such signage shall be in compliance with all applicable laws or regulations.

(B) District shall provide public address announcements recognizing St. Luke's as the "Official Sports Medicine Provider" and/or recognizing its representatives present at District events, with a minimum of two announcements per football and basketball game, and one announcement at all other athletic events where such announcements are made. Each announcement shall not exceed twenty (20) seconds. St. Luke's shall provide a script for such announcements, subject to the prior review and approval of District, which approval will not be unreasonably withheld.

(ii) District shall prepare and distribute a mutually acceptable media release announcing St. Luke's as the "Official Sports Medicine Provider" of District. In addition to background information on District and St. Luke's, the release will include quotes from representatives of St. Luke's and District. District may also arrange a press conference at a mutually acceptable location and with mutually acceptable participants to announce the relationship described herein.

(iii) District hereby grants St. Luke's the right to advertise, publicize and promote its sponsorship and services of District as described above and to feature its sponsorship status in

its advertising and promotion within selected District publications selected by St. Luke's, in each case without charge to St. Luke's. The text and copy of all advertisements, commercials and materials using District's name or logo shall be subject to prior review and approval by District, which review will be made promptly and which approval will not be unreasonably withheld.

(iv) District shall enforce exclusivity provisions of this Agreement as it relates to its booster clubs and other organizations affiliated with the District who may utilize the facility for athletics. These organizations shall not promote another Health Care Organization or physician group in connection with their use of any District athletic facilities or events.

(v) District shall display St. Luke's logo as provided by St. Luke's on District's website, along with links to any material reasonably requested by St. Luke's.

(vi) District hereby grants St. Luke's, through its partner DXISports.com or another mutually agreed upon provider, the right to livestream mutually agreed upon regular season PIAA athletics contests at no charge. This shall not preclude the District from charging subscribers for access to said contests. St. Luke's and DXISports.com shall be recognized as the District's "Official Streaming Partner" for interscholastic sports.

5. **Confidentiality.** The parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any party shall be deemed disclosure of such confidential information by such party, which party shall be held liable for breach of this Agreement. The parties recognize that the District is subject to the Pennsylvania Right-to-Know Law, and accordingly, this provision shall not preclude District from fulfilling its statutory requirements thereunder; furthermore, if the District discloses information and/or documentation as required by the Pennsylvania Right-to-Know Law, the District shall not be in violation of this Agreement or held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

6. **Compliance with Laws.**

(a) Each party agrees to comply with applicable federal and state laws governing the confidentiality of patient and consumer information. District further agrees to comply with the Family Educational Rights and Privacy Act, as codified at 20 U.S.C. Section 1232g, and the rules and regulations implemented thereunder. St. Luke's further agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d through d-8; and the rules and regulations implemented thereunder.

(b) The parties recognize that this Agreement is subject to, and agree to comply with, applicable federal, state and local statutes, rules and regulations and District rules, regulations and policies. Any provisions of applicable statutes, rules, regulations and policies that invalidate any term of this

Agreement, or would cause a party to be in violation of the law, shall be deemed to have superseded such term of this Agreement; provided, however, that all other terms of this Agreement shall continue in full force and effect and without modification and the parties hereto shall use their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible.

7. **Consent Forms.** For any athlete (and/or his/her parent or guardian) for whom St. Luke's provides Services in connection herewith District shall obtain and provide to St. Luke's: (i) a copy of the PIAA CIPPE Pre-Participation Evaluation Forms along with the Consent section, and (ii) a copy of the St. Luke's Consent to Treat form and St. Luke's HIPAA Privacy Authorization form to be provided by St. Luke's.

8. **Background Checks/Child Abuse Clearances.** At the commencement of this Agreement and during the Term of this Agreement, St. Luke's shall comply with the provisions of the School Code, 24 P.S. §1-111 and §1-111.1 as amended (related to criminal history record information) and the provisions of the Child Protective Services Law, 23 Pa. C. S. §6301 et. seq. as amended (related to child abuse) (herein called the Protection of Children Laws). Compliance with the Protection of Children Laws shall include but not be limited to providing the District with criminal history record information and child abuse clearances at the inception of this Agreement that are no more than one (1) year old for each of St. Luke's then-current employees providing services to District hereunder. Upon the hiring of any new employee during the Term of the Agreement, St. Luke's shall provide District with a copy of said employee's recent criminal history record information and/or child abuse clearances. District retains the right to reasonably request updated criminal history record information and/or child abuse clearances for St. Luke's employees at any time during the term of this Agreement. For purposes of this paragraph, "recent criminal history record information and/or child abuse clearances" or "updated criminal history record information and/or child abuse clearances" shall mean a criminal history record information and/or child abuse clearance that has been performed within four (4) weeks of St. Luke's submission of the criminal history record information and/or child abuse clearance to District. St. Luke's further agrees that it shall notify District immediately upon becoming aware that any of its employees, for whom St. Luke's previously provided criminal history record information and/or child abuse clearances, are subsequently arrested or convicted of any crime under state or federal law. St. Luke's shall notify District of such an arrest or conviction within seventy-two (72) hours of St. Luke's knowledge of such arrest or conviction. St. Luke's shall comply with any other applicable background check or clearance requirement established during the Term of this Agreement.

9. **Indemnification; Insurance.**

(a) To the extent permitted by applicable law, each party agrees to indemnify, defend and hold harmless the other party hereto and its officers, directors, agents and employees from and against any and all third-party claims, damages, actions, costs (including reasonable attorney's fees) and/or liabilities arising solely and directly from the negligence or willful misconduct of such party, including its officers, directors, employees, representatives, assigns and agents.

(b) St. Luke's shall maintain during the Term, on behalf of each Physician, Athletic Trainer, and any other health care professional employed by St. Luke's and providing services hereunder, medical professional liability malpractice insurance coverage in a form and in amounts not less than amounts required by laws of the Commonwealth of Pennsylvania, as may be amended from time to time.

(c) District shall maintain on its own behalf Commercial General Liability Insurance (including bodily injury, personal injury, products liability, contractual liability, completed operations, and property damage) of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

(d) 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 ten (10) days of the execution of this Agreement and upon coverage renewal thereafter during the term of this Agreement.

10. **Independent Contractors.** St. Luke's and its employees and agents are acting hereunder as independent contractors of District and under no circumstances shall any of the employees of St. Luke's be deemed the employees of District hereunder for any purpose. As such, St. Luke's and its employees, agents, or representatives are not entitled to the benefits provided by District to its employees, including, but not limited to, group insurance, pension plan enrollment, vacation, leaves of absence, workers' compensation insurance or unemployment compensation insurance.

11. **Free Choice of Provider.** The parties understand and agree that nothing contained in this Agreement shall in any way require or suggest that District shall be required to refer patients to St. Luke's, any Physician, or any affiliate of St. Luke's at any time whatsoever. District 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 District to make or influence referrals to, or otherwise generate business for, St. Luke's, any Physician, or any affiliate of St. Luke's.

12. **Governing Law; Dispute Resolution.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to the choice of law provisions thereto. The parties shall first discuss and negotiate any disputes that arise under this Agreement with a view toward settlement and disposition thereof. Contractual disputes that cannot be resolved by the parties shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then pertaining, before one mutually agreeable neutral arbitrator, not limited to American Arbitration Association arbitrators, with the laws of the Commonwealth of Pennsylvania being applied. The parties hereby consent to the holding of arbitration in Lehigh County, Pennsylvania, and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania for the enforcement of these provisions and the entry of judgment on any award rendered hereunder. Should the chosen court of the Commonwealth of Pennsylvania for any reason lack jurisdiction, any court with jurisdiction shall enforce this provision and enter judgment on any award. The arbitration proceedings, together with all discovery made pursuant thereto and statements or documents exchanged by the parties in connection therewith, shall be kept confidential and shall only be used by such parties in connection with the arbitration proceedings. All costs of arbitration shall be evenly divided between the parties, exclusive of each party's legal fees, each of which shall be borne by the party that incurs them.

13. **Assignment.** Neither St. Luke's nor District may assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party; said prior written consent of either party may be withheld in that party's absolute discretion. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties hereto, their respective legal representatives and their permitted successors and assigns.

14. **Notices.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and served personally (deemed given upon receipt), sent by United States certified mail, postage prepaid with return receipt requested (deemed given three (3) business days after deposit with the U.S. Postal Service), or delivered by nationally recognized overnight courier (deemed given one (1) business day after deposit with the courier), addressed to the other party as follows:

To District: Pine Grove Area School District  
105 School Street  
Pine Grove, PA 17963

Attn: Superintendent

To St. Luke's: St. Luke's University Hospital  
801 Ostrum Street  
Bethlehem, Pennsylvania 18015  
Attn: Senior Director of Sports Medicine

and

St. Luke's Physician Group, Inc.  
801 Ostrum Street  
Bethlehem, Pennsylvania 18015  
Attn: President

With a copy to: St. Luke's University Health Network  
801 Ostrum Street  
Bethlehem, Pennsylvania 18015  
Attn: General Counsel

and/or to such other persons or places as the party to whom notice shall be sent may hereafter designate in writing.

**15. Amendments.** All provisions of this Agreement shall remain in effect throughout the Term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto.

**16. Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties further agree that any facsimile or electronic signature shall be deemed to have been fully delivered and shall be as effective as an original signature and shall be equally binding as though delivered directly by hand to each other.

**17. Miscellaneous.**

(a) This Agreement sets forth the entire agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter of this Agreement.

(b) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(c) If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

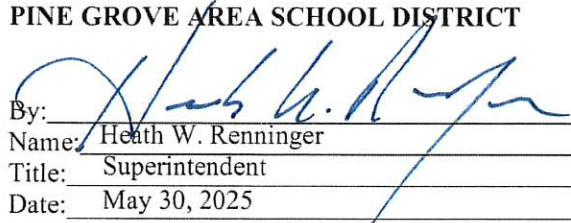
(d) No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this Agreement.

(e) The parties executing this Agreement represent and warrant to each other that they have the full right, power, capacity and authority to execute and deliver this Agreement, and that they have duly and properly performed all acts required to authorize them to carry out this Agreement and the transactions contemplated by it.

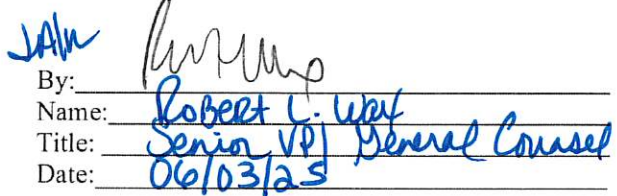
**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**PINE GROVE AREA SCHOOL DISTRICT**

By:   
Name: Heath W. Renninger  
Title: Superintendent  
Date: May 30, 2025

**SAINT LUKE'S HOSPITAL OF BETHLEHEM,  
PENNSYLVANIA D/B/A ST. LUKE'S UNIVERSITY  
HOSPITAL**

JAW   
By: Robert C. Wolf  
Name: Robert C. Wolf  
Title: Senior VP | General Counsel  
Date: 06/03/25

## EXHIBT A

### ATHLETIC TRAINER/PHYSICIAN SERVICES

All terms or words not otherwise defined or identified herein shall have the meanings or identifications ascribed to such terms or words in the main body of this Agreement. In the event of a conflict between the terms of this Exhibit and the terms of the Agreement, the terms of the Agreement shall control.

#### General Description

The Services described herein shall be provided by a Physician and an Athletic Trainer and shall include the following: (1) preventive injury and illness training and education for athletes and coaches and other District staff members as determined by the mutual agreement of the parties; (2) care and treatment for injuries and illnesses suffered by District athletes during District athletic events (home and away) and during District practices; and (3) rehabilitation for District athletes who have suffered injuries or illnesses during District athletic events (home or away) and during District practices. Notwithstanding the foregoing, all Services shall be scheduled at times mutually acceptable to the parties and in accordance with the Agreement.

#### Duties and Responsibilities

In connection with the foregoing:

1. St. Luke's shall provide access to Primary Care Sports Medicine Physicians, Sports Fellowship Trained Orthopedic Surgeons and other specialists as necessary.
2. St. Luke's shall provide one (1) Athletic Trainer (whom shall work the equivalent of 1.0 FTE's) to the District for the athletics program. The Athletic Trainer(s) shall provide Services to the high school and the middle school programs. The Athletic Trainer(s) will work a schedule that is mutually agreeable to District and the Regional Program Manager of Sports Medicine Relationships for St. Luke's. This schedule will span the District academic year and include pre-season and post-season events.
3. If additional athletic training services are requested in excess of the FTE allocated in this Agreement, the District may communicate the need and work directly to the Regional Program Manager to facilitate. The District will be charged the current hourly rate for the additional athletic trainer time and services.
4. St. Luke's shall provide consultation on sports and sports medicine-related projects through its Sports Medicine Coordinator and Regional Program Manager.
5. St. Luke's shall provide access upon request to a Sports Physical Therapy Liaison for District. Injury Prevention Screenings for student-athletes may be coordinated by the regional Athletic Trainer at the high school and the St. Luke's Physical Therapy Liaison upon request and upon the mutually agreed upon schedule and availability of the Physical Therapy team.
6. The Athletic Trainers shall provide Services for all student participating in interscholastic athletics at the District middle schools and the District high schools. Athletic Trainers shall be available for services to District athletes and consultation during summer months on a mutually agreed upon schedule. Summer schedules shall be limited to up to twenty (20) hours onsite per week and restricted to school sponsored (PIAA) sport activities only (middle or high school level).

- a. Services for any third party camps/clinics may be provided upon request provided a separate agreement is executed with the third party. Fees shall be established by mutual agreement and based on the prevailing rates for athletic training services.
7. Athletic Trainer shall provide Services for practices and home games for all Interscholastic Sports based on the available complement.
8. Athletic Trainer shall provide Services at championship tournament events, league events, District Championship events and State events for which the District's Teams are a participant when staffing allows.
9. Athletic Trainer shall be compensated by the District or PIAA if requested to serve as a "Host" for any event (neutral site) held at District facilities for which the District's Team is not a participant.
10. Athletic Trainer shall render appropriate interim treatment to injured student-athletes until such time that the injured athlete is seen by a Physician or qualified medical provider requested by the parents/guardians and/or recommended by the Physician or Athletic Trainer.
11. St. Luke's shall conduct preseason physicals at mutually agreed upon dates and times. Regional Site physicals shall be offered at no fee for District athletes. However, mutually agreed upon onsite physicals will be completed at the then-current hourly rate per provider; subject to availability of providers.
12. Upon request, a Physician and/or members of the St. Luke's Sports Medicine Program will provide educational sessions (concussions, sudden cardiac death, prevention of injury and illness, rehabilitation, etc.) on mutually agreeable topics and at mutually agreeable dates and times for athletes, coaches and other District staff members selected by District. There shall be no cost to the District for these sessions.
13. Upon request, St. Luke's shall make available opportunities for District coaches and District staff to complete CPR and AED Certifications associated with PIAA requirements. District and/or individuals will be responsible for the cost of certification fees and roster fees.
14. Upon request, St. Luke's and District shall make reasonable efforts to expand opportunities for students and staff to shadow health care professionals and attend selected activities sponsored by St. Luke's University Health Network.
15. St. Luke's will provide a Sports Performance Consultant who can provide consulting on baseline screenings, needs analyses, sports performance assessments, programming and the development of injury prevention programs. For the purposes of this Agreement, the Sports Performance Consultant shall provide consulting services only but may be contracted separately should the District so desire.

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## EXHIBIT B

### HEALTH EDUCATION SERVICES

All terms or words not otherwise defined or identified herein shall have the meanings or identifications ascribed to such terms or words in the main body of this Agreement. In the event of a conflict between the terms of this Exhibit and the terms of the Agreement, the terms of the Agreement shall control.

St. Luke's shall provide the following Health Education Services when reasonably requested by the District:\*

(a) St. Luke's shall organize and conduct programs and information sessions to carry out District policies related to health and wellness and to develop or expand health programs aimed at preventing disease and illness among the District's students and staff.

(b) St. Luke's agrees to prepare materials for and conduct informational meetings with students, parents, coaches and other school officials prior to the start of each athletic season regarding concussions and other head injuries.

(c) St. Luke's agrees to prepare materials for and conduct informational meetings with student, parents, coaches and other school staff regarding stress reduction and mental health.

(d) Upon request, St. Luke's shall make available opportunities for District coaches and District staff to complete CPR and AED Certifications associated with PIAA requirements, first aid training, concussion education, Mental Health First Aid Certification courses, and opioid awareness. District and/or individuals will be responsible for the cost of certification fees and roster fees.

(e) St. Luke's shall assist District with collaborations and networking on educational programs such as career day, health fair participation and other informational programs to include distribution of digital/print health related material for parents, students, staff and community, subject to the availability of St. Luke's staff.

(f) St. Luke's agrees to provide guest presentations for the District's Sports Medicine Class or clubs.

(g) St. Luke's agrees to provide assistance with curriculum development.

(h) In the event of an emergency, St. Luke's shall cooperate and assist the District with community wide action plans to combat disease related outbreaks and shall assist with connecting District with other medical providers to assure the health, safety and welfare of community members. For example, a need for a community-wide inoculation program for HINT influenza outbreak. Expenses, if any, shall be clearly discussed and allocated in advance.

(i) Notwithstanding the obligations of St. Luke's as set forth herein for providing educational programming, District shall be free to enlist or contract with others to provide or assist with the same or similar programs.

\*Additional costs/fees may apply to specialized programs (e.g. Cadaver Dissections, Course Certification Fees, St. Luke's Sports Nutrition and Sport Psychology Series, etc.). In all instances, expenses, if any, shall be clearly discussed and allocated in advance.