



AGREEMENT PERIOD

SCOPE OF WORK

- ***Valley West Maintenance would be responsible for watering

Evercor Facility Management, Inc | 902 Wyoming Ave | Wyoming, PA 18644



Service	Qty	Price/Unit	Sales Tax	Total
Landscape Construction		281,476.75	\$0.00	\$281,476.75
Grand Total:				\$281,476.75

Terms and Conditions

Parties Defined: References to each of Contractor and Customer include their respective officers, partners, owners, employees, agents, and independent contractors and subcontractors.

Non-Hiring Period: The customer acknowledges that Evercor Facility Management, Inc. invests significant resources in recruiting, selecting and training our team members. The customer agrees that during the term of this agreement, and within one (1) year after termination of the agreement, they will not engage or hire any employees, service providers or agent representatives of Evercor Facility Management, Inc., or its affiliates, directly, or indirectly without prior written permission from Evercor Facility Management, Inc. ownership.

Claims: Damage claims are to be reported within 72 hours of occurrence. Customer agrees that the Contractor will not be held liable for damages not reported within 72 hours of occurrence. Contractor reserves the right to repair damages at its own cost, if deemed to be responsible.

GPS Monitoring: Contractor shall ensure that most vehicles and equipment are equipped with GPS monitoring devices in order to improve efficiency and will be monitored by our General Manager.

Safety Program: Contractor shall ensure that all personnel are actively participating in our safety program.

Fuel Surcharge: Contractor reserves the right to impose a fuel surcharge if the price of diesel fuel exceeds \$3.50 per U.S. gallon. The surcharge will be based on the average price of on-highway diesel fuel used from the US Energy Information Administration's Weekly Retail Fuel Price Report (Central Atlantic Region) found at https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1y_w.htm

Performance: During the first thirty days of service the customer understands the Contractor is learning the property to establish a consistent level of service. Customer may offer input and suggestions during the first 30 days of service with the understanding that a level of service that meets or exceeds a customer's expectation takes a reasonable amount of time to establish.

Additional Services: Contractor is pleased to provide additional services outside of the agreed-upon scope of work upon request. These additional services shall be performed and billed on a time and materials basis.

Holidays: Evercor annually observes the following federally recognized holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. If any of these holidays fall on a Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays fall on Sunday, the following Monday shall be observed as a holiday. If service is required on an observed holiday, it will be billed separately at \$_____ per day. Customers may have additional holiday(s) observed which Evercor will be required to observe and will be detailed in the Customer's order.

Payment Terms & Fees: In consideration for the Services to be performed for Customer by Contractor, Customer agrees to pay, promptly and fully, the fees in accordance with those set forth as follows. For Contractor's performance of the above-stated services, Contractor shall send invoices to the Customer via email or to the address as set forth above via first class mail. All invoices shall be due and payable by the Customer within thirty (30) days from the date of invoice. Seasonal landscape contracts will be invoiced in seven (7) equal monthly payments beginning on April 1st. Contract amount is subject to a three (3) percent annual cost increase. Should Customer be a Property Manager, General Contractor or Subcontractor to a party unrelated to this Agreement, that fact shall have no impact on Customer's obligation to pay Contractor for any fees in a manner consistent with this Agreement.

Interest, Late Fees, and Costs of Collection: In the event the Customer fails to pay any invoice within forty five (45) days from the date of any invoice and should Contractor be unable to collect any outstanding amounts, the Contractor, at its discretion, may suspend service immediately and assess interest on the total amount due. Interest will accrue at a rate of no more than 1.5% per month (18% annual) on the principal amount due and outstanding. Late fees up to fifty dollars (\$50.00) per month will be charged in addition to accruing interest. The Contractor shall recover from the customer any and all expenses incurred, including attorney's fees.

and costs, as a result of its effort(s) to collect any amount due and outstanding under this agreement.

No Assignment: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments, or understanding with respect to the matters provided herein. No amendment, modification or discharge of the agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought.

Indemnification: Each party will indemnify, defend and hold harmless the other party, its officers, shareholders, employees, agents, and representatives from and against any and all claims including both bodily injury or property damage, liabilities, losses, damages, fines, costs, fees, and expenses including attorney's fees and costs arising out of or in any way relating to the negligent acts, omissions or willful misconduct of its agents, employees or representatives in the course of activities under this Agreement. The sole relationship between the parties shall be that of independent contractors. The parties are independent contractors, and neither is the agent of the other. Each party shall be solely responsible for the actions of its respective employees, agents, and representatives.

~~**Limitation of Liability:** It is understood and agreed that Contractor's total liability, whether in contract, in tort, under any warranty, negligence or otherwise, shall not exceed the amounts paid by Client for the services provided by Contractor pursuant to this Agreement.~~

MM
NB

Governing Law: This Agreement shall be deemed to have been made and entered into in the Commonwealth of Pennsylvania, and the construction, validity and enforceability of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Buried Items: Contractor shall not be held responsible for hidden, buried, or obscured objects in lawn or landscaped areas, such as unmarked private utilities, cable TV cable, invisible dog fences, etc.

Entire Agreement: This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. All prior contemporaneous or other oral or written statements, representations or agreements by or between the parties with respect to the subject matter hereof are merged herein.

In Witness Whereof, Contractor and customer have caused this agreement to be signed by their respective duly authorized officers or other authorized representatives on the day and year written above, effective as of the contract Effective Date. The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Customer or Agent's Authorized Signature

Date

Contractor's Authorized Signature

Date



Superior Sealcoating & Paving

1629 West 8th Street | Wyoming, Pennsylvania 18644
570-655-3516 | sspp18640@gmail.com | superiornepa.com

RECIPIENT:

Wyoming Valley West School

131 3rd Avenue
Kingston, Pennsylvania 18704

Invoice #1432

Issued	Jun 25, 2026
Due	Jul 17, 2026
Total	\$64,564.84

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Jun 16, 2026				
Remove & Replace [7,200sf (+/-)]	Remove area Install 6in #1 stone Install 2A, 4in BC, 1.5in top Tar all joints	1	\$48,900.00	\$48,900.00
Cut back parking lot [1,500sf(+/-)]	Install asphalt swale to railroad bed Might need to go behind the bollards Image	1	\$9,750.00	\$9,750.00
Remove Gate & Parking Bollards	Remove gate Remove parking bollards Place off to side for ownership	1	\$640.00	\$640.00
Added Rates to Job		1	\$5,274.84	\$5,274.84

Thank you for your business. Payments should be made by check to Superior Sealcoating & Paving by Pohoda LLC. Our mailing address is 1629 West 8th Street, Wyoming PA 18644. We also accept credit card payments but please note there is a 4% surcharge. Please contact us with any questions regarding this invoice.

Total	\$64,564.84
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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

2 PAGES

TO OWNER:

Wyoming Valley West School District
450 North Maple Ave, Kingston, PA 18704

PROJECT: District Wide Construction
Management Projects

APPLICATION NO: 3

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

FROM CONTRACTOR:

Apollo Group, Inc.
601 Wyoming Ave.
Kingston, PA 18704

VIA ARCHITECT: Attn: Rob Kachurak

PERIOD TO: 7/2/2026

PROJECT NOS: 24048

CONTRACT FOR:

Construction Management

CONTRACT DATE: 1/1/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	0.00
2. Net change by Reimbursables	\$	101,712.18
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	101,712.18
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	101,712.18
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	101,712.18
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	65,832.19
8. CURRENT PAYMENT DUE	\$	35,879.99
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CONTRACTOR: Apollo Group, Inc.

By: [Signature] Date: _____
State of: Pennsylvania County of: Luzerne
Subscribed and sworn to before me this _____ day of _____
Notary Public: [Signature] Commonwealth of Pennsylvania
My Commission Expires: _____

NOTARIAL SEAL

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site inspection, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: _____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

REIMBURSABLES SUMMARY	ADDITIONS	DEDUCTIONS
Total reimbursables approved in previous months by Owner	\$65,832.19	
Total approved this Month	\$35,879.99	
TOTALS	\$101,712.18	\$0.00
NET CHANGES by REIMBURSABLES	\$101,712.18	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 3

APPLICATION DATE:

PERIOD TO: 7/2/2026

In tabulations below, amounts are stated to the nearest dollar.

ARCHITECT'S PROJECT NO: 24048

Use Column I on Contracts where variable retainage for line items may apply.

[illegible]

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 3

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 7/2/2026

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 24048

[illegible]

PHYSICIAN SERVICES AGREEMENT

THIS PHYSICIAN SERVICES AGREEMENT ("Agreement") is by and between **Wyoming Valley West School District¹ ("School")**, a Pennsylvania organization with administrative offices located in Kingston, Pennsylvania, and **Geisinger Clinic, ("Geisinger")**, a not-for-profit Pennsylvania corporation having its principal place of business in Danville, Pennsylvania.

BACKGROUND

WHEREAS, School operates one or more educational facilities that are licensed by the Commonwealth of Pennsylvania, Department of Education; and

WHEREAS, School desires to make the arrangements for certain physician services for School students as described herein (hereinafter "**Services**" or "**Physician Services**"); and

WHEREAS, Geisinger is organized and operated to serve the community in meeting its health care needs through professional health care providers who are willing to render said Services; and

WHEREAS, School and Geisinger desire to enter into this Agreement for the provision of said Services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF GEISINGER

- 1.1 Geisinger shall provide the Services set forth in Appendix A on such days and times and at such locations as mutually agreed upon by the parties.
- 1.2 Geisinger shall determine the method and/or manner in which Services are performed, provided such Services are rendered with competence, efficiency and fidelity and comply with all applicable laws and regulations that govern or apply to the ethical precepts of the provider's profession.
- 1.3 Geisinger agrees to provide reasonable assistance to School in order for School to update its student records to reflect the Services rendered hereunder by Geisinger.
- 1.4 Geisinger shall have sole responsibility for recruiting, hiring, training, promoting, assigning, and compensating its providers rendering Services hereunder.
- 1.5 Geisinger agrees not to use any part of School's facility for any purpose other than the performance of Services under this Agreement unless mutually agreed upon by the parties.
- 1.6 Geisinger is not responsible for providing any other services to School under this Agreement unless otherwise mutually agreed upon in writing by the parties.
- 1.7 Neither Geisinger nor its providers rendering Services hereunder are to be considered an employee of School and are therefore not entitled to any benefits or entitlements related to employment with School.
- 1.8 Geisinger will obtain the necessary clearances and checks required by Pennsylvania law for its employees providing Services hereunder and will provide appropriate supporting documentation of such upon request.

SECTION 2. DUTIES AND RESPONSIBILITIES OF SCHOOL

- 2.1 Consents/Authorizations.

¹ This must be the legal name for the facility, as indicated by the W-9, and match the name in the signature line.

School agrees to obtain written legal consent from School's student or student's parent or guardian (as applicable) prior to Geisinger providing Services to such student pursuant to this Agreement.

As determined necessary by Geisinger, School shall be responsible for securing an authorization to release protected health information from each student or student's parent or guardian (as applicable) compliant with the Health Insurance Portability and Accountability Act of 1996, and shall provide Geisinger with a copy of such authorization prior to Services being rendered by Geisinger. When said authorization is obtained by School, School shall further provide such student or student's parent or guardian (as applicable), the current Geisinger Notice of Privacy Practices ("NPP"), and shall obtain acknowledgement of receipt of the NPP. School shall provide Geisinger with a copy of such acknowledgement. A copy of each of the above-mentioned forms shall be provided to School by Geisinger.

School agrees that if the necessary and proper authorizations and consents have not been obtained, Geisinger may refuse to provide Services for said student without liability, financial or otherwise.

2.2 Student Records.

- (a) School agrees to provide Geisinger with access to such related information and records as necessary for Geisinger to provide Services.
- (b) School shall assume full responsibility for the security, maintenance, update, and confidentiality of its students' records under School's control.
- (c) School is responsible for satisfying any retention and reporting requirements for all records, reports, and supporting documents prepared in connection with the Services in accordance with applicable law (including, but not limited to, laws governing record retention for minors). The ownership of and right to control such records, reports, and supporting documents vests with School, provided that during the term of this Agreement and thereafter, Geisinger and/or its providers rendering Services hereunder have the right, at Geisinger's expense, to maintain copies or inspect and copy such records, reports, and supporting documents, during School's normal business hours, subject to School policies and all federal and state regulations limiting such access by Geisinger.
- (d) School acknowledges that Geisinger may generate and submit information regarding past and present health status in accordance with federal regulations and with Pennsylvania regulations regarding drug, alcohol and/or psychiatric information. School agrees and shall advise its personnel who are exposed to such health information, that such information is confidential and that such personnel may not access or disclose such information when there is not a need to know or to pass on such information. Further, School agrees to comply with all applicable state and federal laws and regulations.
- (e) Services rendered by Geisinger involve a School function for which the School would otherwise use employees. Pursuant to the Family Educational Rights and Privacy Act ("FERPA") regulations, School and Geisinger agree as follows:
 - (i) The protected health information used and created by the physician constitutes an "education record" subject to FERPA ("Education Record"). The personally identifiable health information used and created by the physician constitutes an Education Record.
 - (ii) School agrees to allow Geisinger to disclose personally identifiable health information to other school officials including coaches, administrators, nurses, team physicians, teachers, athletic directors, parents and legal guardians without any further written authorization or consent.
 - (iii) Geisinger agrees not to disclose the personally identifiable health information contained within the Education Records to any other person or entity other than as allowed by law. For purposes of FERPA, the physician and Geisinger are subject to the School's direct control with respect to use, maintenance, and disclosure of personally identifiable health information contained in the Education Records.

- (iv) The physician and Geisinger are prohibited from using the Education Records for any purpose other than the purpose for which any disclosure was made by the School to Geisinger, and from Geisinger to the School.

2.3 Non-Solicitation.

School agrees not to solicit, directly or through a third party, any employed health care provider of Geisinger or its affiliate who are involved in the provision of services under the Agreement for employment or as an independent contractor during the term of the Agreement and for a period of one (1) year following the termination of the Agreement. School further agrees that in the event School solicits an employee of Geisinger or its affiliate in violation of this section, School shall pay to Geisinger, within thirty (30) days upon demand by Geisinger, an amount equal to two (2) times the annual salary of said employee, regardless of position or specialty. Notwithstanding the above, this section shall not exclude School from employing or contracting with an individual who seeks employment with a party on their own.

2.4 Scope of Agreement.

Services herein will be provided by Geisinger in an effort to improve the health of its patients and communities through care, research, education and community service and are not intended to require or induce the School to refer students/patients to Geisinger for services. While the physician may, as part of the Services, recommend further evaluation/testing by other health care professionals, any additional services performed outside the scope of this Agreement shall be done by health care professionals based on patient choice and/or the best medical interests of the patient.

School agrees the terms of this Agreement do not limit or preclude Geisinger from providing direct health care outside the scope of this Agreement to School's students and directly billing the student(s) and/or appropriate third-party payment programs for such services.

2.5 Necessary Items.

School, in its sole discretion after considering Geisinger's recommendations, agrees to provide such facilities, equipment, forms, supplies, support services and personnel necessary to facilitate the provision of Services. School shall maintain its facilities and equipment in good condition and repair and shall further ensure its personnel are qualified by education, training, licensure and competence.

SECTION 3. TERM AND TERMINATION

- 3.1 Term. This Agreement shall be effective upon signing and shall continue for a term of One (1) year, unless earlier terminated as provided herein.
- 3.2 Termination without cause by Geisinger. This Agreement may be terminated at any time without cause by Geisinger with thirty (30) days' prior written notice to the other party.
- 3.3 Termination without cause by School. School may terminate this Agreement by providing written notice to Geisinger at least ninety (90) days prior to the beginning of the upcoming school year. Due to Geisinger personnel resources allocated to School hereunder, should School terminate at any other time other than as provided herein, School shall pay Geisinger the amount of Five Thousand Dollars (\$5,000.00) which shall be pro-rated starting from the beginning of the then current school year, which shall be paid within forty-five (45) days after termination or expiration of this Agreement.
- 3.4 Termination for Cause. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement by providing the breaching party with written notice specifying the breach at least thirty (30) days prior to the termination date; however, the termination shall not be effective if the breaching party cures the breach to the reasonable satisfaction of the non-breaching party within that thirty (30) day period.

SECTION 4. COMPENSATION AND PAYMENT TERMS

The parties agree the fee and payment term arrangements are set forth in Appendix A.

SECTION 5. ADDITIONAL TERMS

The parties agree to abide by the terms set forth in Appendices A and B, which are attached hereto and incorporated herein.

SECTION 6. NOTICES

All notices and communications related to this Agreement must be in writing and will be deemed given: (i) when personally delivered, (ii) upon confirmation of an electronic transmittal, or (iii) upon receipt when deposited with the United States Postal Service, postage prepaid, addressed as follows or to such other person, fax and/or address as the party to receive may designate by notice to the other:

If to School:

Wyoming Valley West School District
450 North Maple Avenue
Kingston, PA 18704
Facsimile: 570-714-4525
Attention: Superintendent of Schools
Email: charles.suppon@wvwsd.org

If to Geisinger:

For Operational Issues:

Program Manager, Sports Medicine - Northeast
Geisinger Wyoming Valley Medical Center
1175 East Mountain Drive
Wilkes-Barre, PA 17802-3885
(570) 808-7878
Email: keclark@geisinger.edu

For Legal Notices a Copy to:

Geisinger System Services
Department of Contract Administration
100 North Academy Avenue
Danville, PA 17822-4033
Facsimile: (570) 271-5682
E-mail: contract_admin@geisinger.edu

SECTION 7. AMENDMENT/ENTIRE AGREEMENT/MULTIPLE ORIGINALS

This Agreement, together with any attachments, appendices or exhibits, sets forth the entire Agreement among the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement, are of no force or effect. Except as otherwise expressly stated herein, this Agreement may not be amended except by a writing signed by the parties. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

The undersigned represent that they are duly authorized to execute this Agreement on behalf of the party for whom they sign; and such party shall be bound by the terms of this Agreement.

Wyoming Valley West School District

Signature: _____
Name: _____
Title: _____
Date: _____

Geisinger Clinic

Signature: _____
Name: _____
Title: Authorized Signer
Date: _____

\\ Sales - Services\Sports Medicine - Physician Agreement Template - 2025 .docx

APPENDIX A
Physician Services
Page 1 of 2

The parties agree:

A. DEFINED TERMS

“Physician Services” shall refer to any of the following services requested by School, marked as applicable in Section D1 of this Appendix A, and provided by Geisinger hereunder”:

1. Student athlete physical examinations: Includes system review, blood pressure, pulse, height, weight, ears, eyes, chest sounds, lungs, abdomen, heel/toe gait, reflexes and strength of upper and lower extremities; and/or
2. Consultation: Consultation session provided to School's injured athletes managed by School's athletic trainer; and/or
3. Consultation: Consultation session with School's nurse regarding education, communication and response to any health-related topics or medical questions, including, but not limited to, disease outbreaks, safety issues or policies and procedures; oversight of any accidental exposure to blood borne pathogens and conduct of exposure control meetings; and review/signature on standing orders; and/or
4. Football Game Coverage: Medical assistance, on an as-needed basis, at home football games; and/or
5. Ice Hockey Game Coverage: Medical assistance, on an as-needed basis, at home ice hockey games.

B. DUTIES AND RESPONSIBILITIES OF THE PARTIES

1. Geisinger agrees to provide an employed or contracted physician or fellow who is licensed to practice medicine in the Commonwealth of Pennsylvania to render Physician Services at dates, times and locations mutually agreed upon by the parties. Geisinger shall be the exclusive provider of Physician Services for School during the term of the Agreement. School acknowledges and agrees Fellows may provide Physician Services hereunder as part of their medical training and education, subject to availability and at the sole discretion of Geisinger. Since the Physician Services would be provided as part of the fellow's training, no fee would be charged to the School. Further, School acknowledges that a letter regarding this educational experience may need to be signed as required by the accrediting agency that governs or applies to the fellow.
2. School is responsible for identifying those students requiring Physician Services hereunder.

C. MARKETING AND ADVERTISING

- i. Benefits and Exclusivity. School agrees to provide Geisinger exclusive rights to all marketing and advertising items available at or through the School related to health care services or health insurance coverage including, but not limited to (i) signage; (ii) print; (iii) radio/television; (iv) digital; (v) marks & logos; and (vi) branding on apparel (“**Benefits**”). Specific Benefits shall be mutually agreed upon by the School and Geisinger's Marketing & Communications Department. Geisinger's Marketing & Communications Department shall be responsible for providing School with the graphics for such Benefits. School shall be responsible for creating, installing, maintaining, updating and removing such Benefits.
- ii. Right of First Refusal. School agrees that Geisinger will have the right of first refusal for any additional Benefits, regardless of type of signage or media type, which may become available at or through the School during the term of this Agreement.
- iii. Applicability. This section shall apply to Geisinger and its affiliated entities which shall include those legal entities that directly or indirectly control, are controlled by, or are under common control with Geisinger. For the purposes of the definition of affiliated entities, “control” means (i) control of greater than 50% of the voting rights or equity

interests of a party; (ii) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (iii) the power to exercise a controlling influence over the management or policies of the entity.

D. COMPENSATION AND PAYMENT TERMS

1. School agrees to compensate Geisinger for Physician Services rendered hereunder at the following rates:

Applicable	Type of Service and Cost if provided by Physician	Fee
Yes	Student athletic physical exam	\$0 if provided by Family Medicine physician; \$0 if provided by Sports Medicine physician
No	Consultation session to School's injured athletes	N/A
No	School nurse consultation	N/A
Yes	Football game coverage	\$0
No	Ice Hockey game coverage	N/A

2. Invoices. Geisinger shall invoice School upon conclusion of the applicable Service noted in Section D(1) above. Invoices shall be remitted to the following address: Wyoming Valley West School District, 450 North Maple Avenue, Kingston, PA 18707, Attention: Superintendent of Schools.
3. Payment Terms. School agrees to remit payment in full to Geisinger Clinic within thirty (30) days upon the receipt of Geisinger's invoice. Unless otherwise agreed in writing by both parties, all payments due under this Agreement shall be made via Automated Clearing House ("ACH") transfer. Within twenty (20) days of executing this Agreement, School shall contact Geisinger at customeraccounts@geisinger.edu to initiate the ACH payment setup. This payment method shall remain in effect until all financial obligations under the Agreement are satisfied. In the event of a failed or returned ACH transfer, the party responsible for the failure, whether by action or inaction, shall bear all direct costs, expenses, fees, or charges incurred as a result. If Geisinger agrees to an alternative payment method, payments shall be remitted to PO Box 781066, Philadelphia, PA 19178-1066, or as otherwise specified on the invoice, with the invoice instructions taking precedence.
4. Effect of Termination. If this Agreement is terminated for any reason, School agrees to compensate Geisinger for all Physician Services rendered hereunder by Geisinger through and including the effective termination date of this Agreement.

APPENDIX B
GENERAL PROVISIONS
Page 1 of 2

1. Assignment. Neither this Agreement nor any portion of this Agreement may be assigned or delegated by any party without the prior written consent of the other parties unless: (i) otherwise allowed hereunder, or (ii) upon thirty (30) days prior written notice, assigned or delegated to a party controlled by, in control of, or under common control with the assigning party; provided such party is located in the United States. Any purported assignment or delegation in violation of this section is void. This Agreement binds and benefits the parties and their permitted successors and assigns.
2. Compliance. During the term of this Agreement, the parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, federal governmental authority/agency, or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder (the "Applicable Laws and Standards"). The Applicable Laws and Standards shall include, but are not limited to, state and federal privacy and information security laws related to the use and disclosure of health and medical information, debt collection, the requirements of the Department of Health ("DOH"), The Joint Commission, the National Committee on Quality Assurance ("NCQA"), as applicable.

None of the parties will, at any time, remunerate the other parties directly or indirectly for the referral, the inducement of a referral, or for the arranging of a referral of a Medicare or Medicaid patient. Nothing in this Agreement is intended to require or induce any party to refer any Medicare or Medicaid patient to the other parties.
3. Construction of Agreement. The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms in an arms length process. Accordingly, this Agreement shall be construed without regard to the party or parties responsible for its preparation, and shall be deemed to have been prepared jointly by the parties. All titles of articles or sections under this Agreement are solely for convenience and do not constitute a substantive part of this Agreement. Words importing the singular include the plural and vice versa. Words importing one gender include both genders.
4. Governing Law. The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement. The federal or state courts located in the Commonwealth of Pennsylvania shall have jurisdiction over all matters arising out of or relating to this Agreement.
5. Indemnification. Each party agrees to protect, indemnify, and hold harmless the other party and their agents, employees, directors and affiliates from and against any and all damages, injuries, claims, liabilities and costs (including attorneys' fees), which may be suffered or incurred under this Agreement, as a result of a breach of this Agreement, a violation of law, statute or rule, or the negligent or intentional acts of the indemnifying party, its employees, agents, consultants, or subcontractors. This provision will not in any way limit any other statutory, regulatory or common law defense and hold harmless rights to which either party may be entitled. Said indemnity is in addition to any other rights that the indemnified party may have against the indemnifying party and will survive the termination of this Agreement.
6. Independent Entities. None of the provisions of this Agreement shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. None of the parties have any express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as may otherwise be set forth in this Agreement.
7. Insurance. Each party agrees to maintain during the term of this Agreement, at its own cost and expense, insurance coverage in amounts consistent with industry standards and necessary and reasonable to insure itself and its employees, subcontractors and agents against any claims of any nature, which may arise from performance of its duties and responsibilities under this Agreement. If any such insurance coverage is on a "claims-made basis", in the event the policy

expires or is terminated, "tail coverage" must be purchased to cover any subsequent claims based on acts or omissions that occurred during the term of this Agreement. Upon request, the parties agree to provide one another with a Certificate of Insurance evidencing said insurance covering such liability with an insurer AM Best rated A- or better or through a qualified self-insurance program. Further, the parties agree to notify one another immediately if the aggregate coverage as stated on the Certification of Insurance is impaired more than fifty percent (50%).

8. No Waiver. A delay or omission by a party to exercise any right under this Agreement shall not be construed to be a waiver of such right. No waiver by any party of a breach of this Agreement will be deemed a waiver of any subsequent breach. Acceptance of partial payment will be deemed a part payment on account and will not constitute an accord and satisfaction.
9. Notification of Incidents. Each party agrees to promptly notify the other party after the discovery of any incidents, occurrences, claims, or other causes of action involving this Agreement that could negatively impact the other party in order to permit the timely and appropriate evaluation, determination of responsibility, and opportunity for mitigation. The parties agree to cooperate with each other as may be necessary to resolve such matters. Notwithstanding the above, none of the parties shall be required to provide the other party with copies of patient safety materials as defined in the Pennsylvania Patient Safety Act, to the extent that releasing the same would waive any legal privilege applicable to said materials. This section shall survive the termination of this Agreement.
10. Promotional Materials. Except as otherwise stated in this Agreement, each party agrees not to use the name, trademark, service mark, or design registered to the other party or its affiliates in any publicity, promotional, or advertising material, unless review and written approval of the intended use is obtained from the other party's Marketing and Communications Department or their designee prior to the release of any such material.
11. Release of Information. Except as required by law, the provisions of this Agreement are confidential and protected from disclosure to a third party except where the third party is an agent, attorney, consultant, corporate parent, controlling party, affiliate or designee of a party and they are bound to the same level of confidentiality as set forth in this Agreement.
12. Severability. In the event any provision of this Agreement is rendered invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Further, the parties shall renegotiate and amend the Agreement to comply with the requirements of law. If the parties fail to reach such an amendment satisfying each of the parties within ninety (90) days' following a written request by one of the parties, then any party may terminate this Agreement upon thirty (30) days' written notice, without further obligation or penalty, financial or otherwise, to the other parties.
13. Unforeseen Circumstances. None of the parties will be deemed in violation of this Agreement if prevented from performing any of its duties and responsibilities under this Agreement for circumstances beyond its reasonable control. In the event any party is unable to perform its duties and responsibilities due to said circumstances, the other party has the right to terminate this Agreement upon written notice to the affected party.

ATHLETIC TRAINER SERVICES AGREEMENT

THIS ATHLETIC TRAINER SERVICES AGREEMENT ("Agreement") is by and between **Wyoming Valley West School District¹ ("School")**, a Pennsylvania organization with administrative offices located in Kingston, Pennsylvania, and **Geisinger Clinic, ("Geisinger")**, a Pennsylvania not-for-profit corporation having its principal place of business in Danville, Pennsylvania.

BACKGROUND

WHEREAS, School operates one or more educational facilities that are licensed by the Commonwealth of Pennsylvania, Department of Education; and

WHEREAS, School desires to make the arrangements for certain athletic trainer ("AT") services for School students as described herein ("**Services**"); and

WHEREAS, Geisinger is organized and operated to serve the community in meeting its health care needs through professional health care providers who are willing to render said Services; and

WHEREAS, School and Geisinger desire to enter into this Agreement for the provision of said Services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF GEISINGER

- 1.1 Geisinger shall provide the Services set forth in Appendix A on such days and times and at such locations as mutually agreed upon by the parties.
- 1.2 Geisinger shall determine the method and/or manner in which Services are performed, and shall retain sole discretion and control over all clinical and professional aspects of the Services, provided such Services are rendered with professional competence, efficiency and fidelity and comply with all applicable laws and regulations that govern or apply to the ethical precepts of the provider's profession. Nothing in this Agreement shall be construed to require Geisinger or its personnel to provide any Services in a manner that is inconsistent with applicable law, prevailing professional standards, or Geisinger's written clinical policies and procedures. To the extent the School, its coaches, or other personnel elect not to follow the recommendations, restrictions, or return-to-play decisions of Geisinger's Athletic Trainers or directing physicians, the School shall be solely responsible for any and all consequences, claims, or liabilities arising therefrom.
- 1.3 Geisinger agrees to provide reasonable assistance to School in order for School to update its student records to reflect the Services rendered hereunder by Geisinger in accordance with applicable federal and state privacy laws and regulations.
- 1.4 Geisinger shall have sole responsibility for recruiting, hiring, training, promoting, assigning, and compensating its providers rendering Services hereunder.
- 1.5 Geisinger agrees not to use any part of School's facility for any purpose other than the performance of Services under this Agreement unless mutually agreed upon by the parties.
- 1.6 Geisinger is not responsible for providing any other services to School under this Agreement unless otherwise mutually agreed upon in writing by the parties.
- 1.7 Neither Geisinger nor its providers rendering Services hereunder shall be considered an employee of School and are therefore not entitled to any benefits or entitlements related to employment with School.

¹ This must be the legal name for the facility, as indicated by the W-9, and match the name in the signature line.

- 1.8 Geisinger will obtain the necessary clearances and checks required by Pennsylvania law for its employees providing Services hereunder and will provide evidence of such upon School's reasonable request.

SECTION 2. DUTIES AND RESPONSIBILITIES OF SCHOOL

2.1 Consents/Authorizations.

School agrees to obtain valid and enforceable written legal consent from School's student or student's parent or guardian (as applicable) prior to Geisinger providing Services to such student pursuant to this Agreement.

School agrees that, prior to Geisinger providing any Services to a student pursuant to this Agreement, School shall obtain written legal consent from the student or the student's parent or legal guardian (as applicable). As determined necessary by Geisinger, School shall also be responsible for securing an authorization to release protected health information ("PHI") that is compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). School shall provide each such student or student's parent or legal guardian (as applicable) with Geisinger's then-current Notice of Privacy Practices ("NPP") and shall obtain and document acknowledgement of receipt of the NPP. School shall provide Geisinger with copies of all required consents, authorizations, and NPP acknowledgements prior to Services being rendered to the applicable student. The NPP and NPP acknowledgement form can be obtained from Geisinger or through the links below:

- i. *NPP:* [Geisinger Health System Notice of Privacy Practices | Geisinger](#)
- ii. *Acknowledgement of receipt of the NPP:* [Acknowledgment of NPP 9.2019](#)

School agrees that if the necessary and proper authorizations and consents have not been obtained, in whole or in part, Geisinger may refuse to provide Services for said student without liability, financial or otherwise.

2.2 Student Records.

- (a) School agrees to provide Geisinger with access to such related information and records as necessary for Geisinger, as reasonably determined by Geisinger, to provide Services.
- (b) School agrees that Geisinger may use a software application from Healthy Roster, Inc to facilitate communication for parents, athletes, coaches, administrators and athletic trainers. The solution allows a user to add injury information which then notifies all parties who have been granted permission (after authorization by the athlete or parent/guardian) about the status of that injury. It allows all the relevant users to view and update the status of an athlete as they progress through recovery. Using the mobile app, a parent, athlete or coach can choose to contact an athletic trainer via secure chat to discuss the athlete's status and plan of care. Upon termination or expiration of this Agreement or as otherwise required by School, the parties shall work together, along with Healthy Roster, to enable the School to obtain/maintain copies of the student's information within the application.

School acknowledges that any School employees, agents, and/or subcontractors (collectively "personnel") granted permission to use and access the application is governed by Healthy Roster's Terms of Use, Privacy Policy, Children's Privacy Policy and any applicable User Guidelines which are hereby incorporated by reference and can be found at the bottom of www.healthyroster.com.

School acknowledges and agrees that Geisinger is not the developer, owner, or operator of the Healthy Roster application and has no control over its functionality, security, or the conduct of its users. Accordingly, School shall defend, indemnify, and hold harmless Geisinger and its affiliates, directors, officers, employees, and agents from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or in any way related to the access or use of the Healthy Roster application by School, its personnel (as defined in this Section), students, parents, guardians, or any other individuals who access the

application by or through the School. This indemnification obligation shall specifically include, but is not limited to, claims resulting from: (i) any breach of Healthy Roster, Inc.'s Terms of Use, Privacy Policy, or any other applicable user guidelines by School or its personnel; (ii) any unauthorized access to, use, or disclosure of student information or other data within or through the application by School or its personnel; and (iii) any violation of applicable law, including but not limited to HIPAA or FERPA, by School or its personnel in connection with their use of the application. This indemnification shall survive the termination or expiration of this Agreement.

- (c) School shall assume full responsibility for the security, maintenance, update, and confidentiality of its students' records under School's control.
- (d) School is responsible for satisfying any retention and reporting requirements for all records, reports, and supporting documents prepared in connection with the Services in accordance with applicable law (including, but not limited to, laws governing record retention for minors). The ownership of and right to control such records, reports, and supporting documents vests with School, provided that during the term of this Agreement and thereafter, Geisinger and/or its providers rendering Services hereunder have the right, at Geisinger's reasonable expense, to maintain copies or inspect and copy such records, reports, and supporting documents, during School's normal business hours, subject to federal and state regulations regarding such access by Geisinger.
- (e) School acknowledges that Geisinger may generate and submit information regarding past and present health status in accordance with federal regulations and with Pennsylvania regulations regarding drug, alcohol and/or psychiatric information. School agrees and shall advise its personnel who are exposed to such health information, that such information is confidential and that such personnel may not access or disclose such information when there is not a need to know or to pass on such information. Further, School agrees to comply with all applicable state and federal laws and regulations.
- (f) Services rendered by Geisinger involve a School function for which the School would otherwise use employees. Pursuant to the Family Educational Rights and Privacy Act ("FERPA") regulations, School and Geisinger agree as follows:
 - (i) The protected health information used and created by the AT constitutes an "education record" subject to FERPA ("Education Record"). The personally identifiable health information used and created by the AT constitutes an Education Record.
 - (ii) School agrees to allow Geisinger to disclose personally identifiable health information to other school officials including coaches, administrators, nurses, team physicians, teachers, athletic directors, parents and legal guardians without any further written authorization or consent.
 - (iii) Geisinger agrees not to disclose the personally identifiable health information contained within the Education Records to any other person or entity other than as allowed by law. For purposes of FERPA, the AT and Geisinger are subject to the School's direct control with respect to use, maintenance, and disclosure of personally identifiable health information contained in the Education Records.
 - (iv) The AT and Geisinger are prohibited from using the Education Records for any purpose other than the purpose for which any disclosure was made by the School to Geisinger, and from Geisinger to the School.

2.3 Non-Solicitation.

School covenants that during the term of the Agreement and for a period of one (1) year following the termination or expiration of the Agreement, it shall not, and shall ensure its affiliates do not, directly or indirectly solicit or recruit any employee or independent contractor of Geisinger or its affiliates that provided any goods or services under this Agreement. School further agrees that in the event School breaches this covenant, School shall pay to Geisinger, within thirty (30) days upon demand by Geisinger, as liquidated damages and not as a penalty, an amount equal to two (2) times the annual salary and bonus compensation of said employee or contractor. School acknowledges that Geisinger's actual damages resulting from a breach would be difficult to ascertain and that this amount constitutes a reasonable pre-estimate of such damages. This remedy is not exclusive and is in addition to any other

rights or remedies available to Geisinger, including the right to seek injunctive relief. Public job postings will not be construed as a violation of this section.

2.4 Scope of Agreement.

Services herein will be provided by Geisinger in an effort to improve the health of its patients and communities through care, research, education and community service and are not intended to require or induce the School to refer students/patients to Geisinger for services. While the AT may, as part of the Services, recommend further evaluation/testing by other health care professionals, any additional services performed outside the scope of this Agreement shall be done by health care professionals based on patient choice and/or the best medical interests of the patient.

School agrees the terms of this Agreement do not limit or preclude Geisinger from providing direct health care outside the scope of this Agreement to School's students and directly billing the student(s) and/or appropriate third-party payment programs for such services.

2.5 Necessary Items.

Except as otherwise expressly set forth in Appendix A, School agrees to provide, at its sole cost and expense, all facilities, equipment, forms, supplies, support services and School personnel necessary to facilitate the provision of Services, subject to Geisinger's professional recommendations. School shall provide secure and easily accessible training rooms and weight rooms on School premises, together with parking reasonably adjacent to athletic facilities. School shall maintain all such facilities and equipment in good condition and repair and shall ensure they comply with all applicable safety standards and legal requirements. School warrants and represents that any School-owned or School-provided facilities, equipment, or supplies used by Geisinger to provide Services pursuant to this Agreement are properly maintained and serviced, and School agrees to immediately notify Geisinger of any known or suspected defects. School further agrees to indemnify, defend, and hold harmless Geisinger and its affiliates, directors, officers, employees, and agents from and against any and all damages, losses, costs, liabilities, or claims (including reasonable attorneys' fees) arising out of or related to the malfunction, improper use, or improper maintenance of any such School-owned or School-provided facilities, equipment, or supplies, except to the extent caused by the gross negligence or willful misconduct of Geisinger.

SECTION 3. TERM AND TERMINATION

3.1 Term. This Agreement shall be effective upon signing and shall continue for a term of One (1)) year, unless earlier terminated as provided herein.

3.2 Termination without cause by Geisinger. This Agreement may be terminated at any time without cause by Geisinger with thirty (30) days' prior written notice to the other party.

3.3 Termination without cause by School. If the term set forth in Section 3.1 above is longer than three (3) years, then after the initial three (3) year period, School may terminate this Agreement without cause by providing written notice to Geisinger by May 1, which will effect a termination date of August 1 same year. Due to Geisinger personnel resources allocated to School hereunder, should School terminate without cause at any other time other than as provided herein, School shall pay Geisinger an amount equal to the fees set forth herein that School would've owed Geisinger for the remaining time through the next August 1, which shall be paid within forty-five (45) days after termination of this Agreement by School.

3.4 Termination for Cause. Should either party fail to perform any of the material covenants, conditions, and agreements, herein contained, the aggrieved party shall provide written notice to the breaching party specifying the nature of such breach. Should the breaching party continue such failure without cure for a period of thirty (30) days after receipt of the written notice, the aggrieved party shall have the right to terminate this Agreement upon written notice to the breaching party. In the event the breaching party remedies such breach within the thirty (30) day cure period provided herein and effects a breach

of the same nature again during the term of this Agreement, then the aggrieved party shall have the right to terminate this Agreement immediately upon written notice.

- 3.5 Effect of Termination. Upon expiration or termination of this Agreement, all rights and obligations of the parties shall cease, except that any obligations for payment (including amounts owed under Appendix A), confidentiality, indemnification, non-solicitation, and any other provisions that by their nature are intended to survive termination shall remain in full force and effect. If this Agreement is terminated on a day other than the last day of a payment period, any compensation due shall be prorated accordingly in accordance with the applicable compensation terms set forth in Appendix A.

SECTION 4. COMPENSATION AND PAYMENT TERMS

The parties agree the fee and payment term arrangements are set forth in Appendix A.

SECTION 5. ADDITIONAL TERMS

The parties agree to abide by the terms set forth in Appendices A and B, which are attached hereto and incorporated herein.

SECTION 6. NOTICES

All notices and communications related to this Agreement must be in writing and will be deemed given: (i) when personally delivered, (ii) upon confirmation of an electronic transmittal, or (iii) upon receipt when deposited with the United States Postal Service, postage prepaid, addressed as follows or to such other person, fax and/or address as the party to receive may designate by notice to the other:

If to School:

Wyoming Valley West School District
450 North Maple Avenue
Kingston, PA 18704-3683
Facsimile: 570-714-4525
Attention: Superintendent of Schools
Email: charles.suppon@wvwsd.org

If to Geisinger:

For Operational Issues:

Program Manager, Sports Medicine - Northeast
Geisinger Wyoming Valley Medical Center
1175 East Mountain Drive
Wilkes-Barre, PA 17802-3885
Facsimile: (570) 808-7878
Email: keclark@geisinger.edu

For Legal Notices a Copy to:

Geisinger System Services
Department of Contract Administration
100 North Academy Avenue
Danville, PA 17822-4033
Facsimile: (570) 271-5682
E-mail: contract_admin@geisinger.edu

SECTION 7. AMENDMENT/ENTIRE AGREEMENT/MULTIPLE ORIGINALS

This Agreement, together with any attachments, appendices or exhibits, sets forth the entire Agreement among the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or

representations, whether oral or written, not expressly set forth in this Agreement, are of no force or effect. Except as otherwise expressly stated herein, this Agreement may not be amended except by a writing signed by the parties. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

The undersigned represent that they are duly authorized to execute this Agreement on behalf of the party for whom they sign; and such party shall be bound by the terms of this Agreement.

Wyoming Valley West School District

Signature: _____
Name: _____
Title: _____
Date: _____

Geisinger Clinic

Signature: _____
Name: _____
Title: Authorized Signer
Date: _____

APPENDIX A
Athletic Trainer Services Agreement between Geisinger and Wyoming Valley School District
Page 1 of 4

The parties agree:

A. DUTIES AND RESPONSIBILITIES OF THE PARTIES

i. Services.

Geisinger agrees to provide ATs certified by the National Athletic Trainers Association and the Commonwealth of Pennsylvania who will furnish AT Services to School at dates, times and locations mutually agreed upon by the parties for athletic practices and contests as prioritized by the School athletic director and ATs cooperatively. In no event shall the total AT Services provided under this Appendix A exceed [4160] hours per contract year ("**Maximum Hours**"). Any AT Services provided in excess of the Maximum Hours shall be provided only upon Geisinger's prior written approval, in its sole discretion, and shall be reimbursed by the School in accordance with Section C of this Appendix A.

School's athletic director and ATs cooperatively will prioritize events that are scheduled to occur at the same time as to which event Geisinger should provide AT Services. Should School request AT Services of an additional AT for other home athletic competitions, Geisinger shall provide an additional AT, subject to AT availability. School agrees to compensate Geisinger for the additional AT Services in accordance with Section C of this Appendix A.

At School's request, the ATs will provide a pre-participation screening under the direction of a licensed physician to all School athletes. Screening results will be discussed with the School athlete and an appropriate exercise program will be outlined for the School athlete. The purpose of the pre-participation screening is to help prevent injury due to muscle imbalance. The screening does not guarantee a School athlete will not be injured, but may identify areas of the body that may have a muscle imbalance relating to strength or flexibility.

School will provide Geisinger with at least twenty-four (24) hours' notice of any schedule change.

Should an AT who is providing AT Services to School under this Agreement cease their relationship with Geisinger for any reason, Geisinger shall provide an interim AT to School that may or may not permanently fulfill the position vacated by the previous AT. This is subject to the availability of an interim AT.

Should ATs providing AT Services to School under this Agreement not be acceptable to School, School shall notify Geisinger and Geisinger shall furnish a replacement in its sole discretion after considering the recommendations of School.

The ATs assigned to School by Geisinger will manage athletic injuries and perform follow-up evaluations of the remediation of the injury and consultation with School athletic coaches and injured School athletes with respect to re-entry in athletic activity. The ATs will consult with appropriate health care professionals in the treatment and follow-up of injured School athletes as the ATs deem necessary and as dictated by policies and procedures developed in conjunction with the ATs, School team physician, and School. School agrees to comply with such treatment program as well as Geisinger's policies and procedures related to the care and management of the injured School athlete including, without limitation, concussion and safe return to play protocols. School agrees, and shall advise students that Services rendered by AT pursuant to this Agreement is not intended to and shall not serve as a substitute for medical advice and treatment provided in the course of a physician/patient relationship.

The ATs assigned by Geisinger will render first aid treatment for injuries to athletes that occur during official athletic events or practices for those injuries which can be appropriately treated by a qualified AT. For injuries that the ATs determine the services of a physician are required, the first aid treatment rendered hereunder will be solely of an interim nature. School shall provide on-site emergency medical services for all home athletic competitions including an on-site ambulance crew for all home football games, including scrimmages and playoffs.

ii. Access.

School shall provide the ATs with access to training rooms, weight rooms, ice and supplies, including during those periods when School is not in session or School facilities are otherwise closed. Such training room facility shall be secure, properly equipped and maintained, located on School premises, and easily accessible from practice locations and home competitions.

School agrees to provide the ATs with access to a secure computer system in the training room facility, together with reliable internet access, for increased communication capabilities between the parties and to enable the ATs to document and access information necessary to perform the Services.

iii. Equipment/Supplies.

Geisinger shall conduct a pre-season inventory of current training room equipment and supplies and will submit a list of necessary materials to the School athletic director. School will be responsible for the purchase and maintenance of all such equipment and supplies. Geisinger agrees to work within the School's budget in requesting any necessary equipment and supplies for the ATs to provide AT Services to School. Geisinger may request equipment or supplies that exceed the School's budget with prior written consent from the School athletic director or appropriate School official. School warrants and represents that any School equipment used by Geisinger to provide Services pursuant to this Agreement is maintained and serviced properly and further agrees to immediately notify Geisinger of any known or suspected defects. School further agrees to indemnify and hold harmless Geisinger from and against any and all costs, liabilities or claims imposed upon Geisinger arising from the malfunction of said equipment.

iv. Scope of AT Services.

School expressly agrees that practices, games, or events not sanctioned by a recognized Athletic Governing Body, including but not limited to out of season tournaments, camps, invitationals, non-school activities, and club sports, are not automatically covered under this Agreement. Such activities may be covered only if they do not interfere with in season or scheduled School athletic events and are expressly reviewed, discussed, and approved in advance, in writing, by Geisinger.

B. MARKETING AND ADVERTISING

- i. Benefits and Exclusivity. School agrees to provide Geisinger exclusive rights to all marketing and advertising items available at or through the School related to health care services or health insurance coverage ("**Benefits**") including, but not limited to (i) signage; (ii) print; (iii) radio/television; (iv) digital; (v) marks & logos; and (vi) branding on apparel. Specific Benefits shall be mutually agreed upon by the School and Geisinger's Marketing & Communications Department. Geisinger's Marketing & Communications Department shall be responsible for providing School with the graphics for such Benefits. School shall be responsible for creating, installing, maintaining, updating and removing such Benefits.

- ii. Right of First Refusal. School agrees that Geisinger will have the right of first refusal for any additional Benefits, regardless of type of signage or media type, which may become available at or through the School during the term of this Agreement.
- iii. Applicability. This section shall apply to Geisinger and its affiliate entities which shall include those legal entities that directly or indirectly control, are controlled by, or are under common control with Geisinger. For the purposes of the definition of affiliated entities, "control" means (i) control of greater than 50% of the voting rights or equity interests of a party; (ii) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (iii) the power to exercise a controlling influence over the management or policies of the entity.

C. COMPENSATION AND PAYMENT TERMS

- i. Amount. School agrees to compensate Geisinger for AT Services provided at the rate of August 1, 2026- July 31, 2027: \$165,817.60 - 30% reduction = \$116,072.32 annually. Said compensation shall be made in equal monthly payments of August 1, 2026- July 31, 2027: \$9,672.69 from beginning date through end date. In the event Geisinger provides less than the Maximum Hours 4160 due to the unavailability of ATs, the rate to be paid by School set forth above shall be decreased accordingly based on the hourly rate and the amount of hours for which AT Services were not provided. In the event sports activities at the School cease based on guidance and/or regulations issued by federal and/or state authorities, Services will cease and payment will be abated during such time period.
- ii. Additional Compensation.
 - a. School agrees to compensate Geisinger for any additional AT Service hours beyond the Maximum Hours in the amount of Forty-Five Dollars (\$45.00) per additional hour.
 - b. School agrees to pay reasonable travel expenses if School requests that an AT cover an event that requires an overnight stay or if additional AT Services or additional AT Service hours are requested. Travel expenses include, but are not limited to, mileage, lodging and meals. School agrees to remit payment for such travel expenses to Geisinger within thirty (30) days upon receipt of Geisinger's invoice.
- iii. Invoice Geisinger shall invoice School monthly for Services provided hereunder during the preceding month. Geisinger shall remit invoices to School's address set forth in Section 6.
- iv. Payment Terms. School agrees to remit payment in full to Geisinger Clinic within thirty (30) days upon the receipt of Geisinger's invoice. Unless otherwise agreed in writing by both parties, all payments due under this Agreement shall be made via Automated Clearing House ("ACH") transfer. Within twenty (20) days of executing this Agreement, [External Company] shall contact Geisinger at customeraccounts@geisinger.edu to initiate the ACH payment setup. This payment method shall remain in effect until all financial obligations under the Agreement are satisfied. In the event of a failed or returned ACH transfer, the party responsible for the failure, whether by action or inaction, shall bear all direct costs, expenses, fees, or charges incurred as a result. If Geisinger agrees to an alternative payment method, payments shall be remitted to PO Box 781066, Philadelphia, PA 19178-1066, or as otherwise specified on the invoice, with the invoice instructions taking precedence.
- v. Effect of Termination. If the term of this Agreement commences on a day other than the first day of the month or ends on a day other than the last day of the month, the compensation for that month shall be prorated accordingly.

- vi. Annual Increase. Unless the rates for each year of the term of this Agreement are set forth in Section C(i) of this Appendix A, the parties agree that the fees set forth herein shall automatically increase by three percent (3%) at the commencement of each subsequent year after the initial year during the term of this Agreement.
- vii. Increases Due to Regulatory Changes. If a change in federal or state law or regulation, including, but not limited to, any change to the salary thresholds under the Fair Labor Standards Act for overtime exemptions, directly increases Geisinger's costs associated with AT employment, Geisinger may increase the fees set forth in this Appendix A to account for such change by providing the School with sixty (60) days' prior written notice. The School will have thirty (30) days after the date of such notice to terminate this Agreement if the School is not able to accept such fee increase, and such termination shall be without further obligation or penalty, financial or otherwise, to either party except for payment of amounts accrued through the effective date of termination.

APPENDIX B
Athletic Trainer Services Agreement between Geisinger and Wyoming Valley West School
District
GENERAL PROVISIONS
Page 1 of 2

1. Assignment. Neither this Agreement nor any portion of this Agreement may be assigned or delegated by any party without the prior written consent of the other parties unless: (i) otherwise allowed hereunder, or (ii) upon thirty (30) days prior written notice, assigned or delegated to a party controlled by, in control of, or under common control with the assigning party; provided such party is located in the United States. Any purported assignment or delegation in violation of this section is void. This Agreement binds and benefits the parties and their permitted successors and assigns.
2. Compliance. During the term of this Agreement, the parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, federal governmental authority/agency, or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder (the "Applicable Laws and Standards"). The Applicable Laws and Standards shall include, but are not limited to, state and federal privacy and information security laws related to the use and disclosure of health and medical information, debt collection, the requirements of the Department of Health ("DOH"), The Joint Commission, the National Committee on Quality Assurance ("NCQA"), as applicable.

None of the parties will, at any time, remunerate the other parties directly or indirectly for the referral, the inducement of a referral, or for the arranging of a referral of a Medicare or Medicaid patient. Nothing in this Agreement is intended to require or induce any party to refer any Medicare or Medicaid patient to the other parties.

3. Construction of Agreement. The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms in an arms length process. Accordingly, this Agreement shall be construed without regard to the party or parties responsible for its preparation, and shall be deemed to have been prepared jointly by the parties. All titles of articles or sections under this Agreement are solely for convenience and do not constitute a substantive part of this Agreement. Words importing the singular include the plural and vice versa. Words importing one gender include both genders.
4. Governing Law. The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement. The federal or state courts located in the Commonwealth of Pennsylvania shall have jurisdiction over all matters arising out of or relating to this Agreement.
5. Indemnification. Each party agrees to protect, indemnify, and hold harmless the other party and their agents, employees, directors and affiliates from and against any and all damages, injuries, claims, liabilities and costs (including attorneys' fees), which may be suffered or incurred under this Agreement, as a result of a breach of this Agreement, a violation of law, statute or rule, or the negligent or intentional acts of the indemnifying party, its employees, agents, consultants, or subcontractors. This provision will not in any way limit any other statutory, regulatory or common law defense and hold harmless rights to which either party may be entitled. Said indemnity is in addition to any other rights that the indemnified party may have against the indemnifying party and will survive the termination of this Agreement.
6. Independent Entities. None of the provisions of this Agreement shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. None of the parties have any express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as may otherwise be set forth in this Agreement.

7. Insurance. Each party agrees to maintain during the term of this Agreement, at its own cost and expense, insurance coverage in amounts consistent with industry standards and necessary and reasonable to insure itself and its employees, subcontractors and agents against any claims of any nature, which may arise from performance of its duties and responsibilities under this Agreement. If any such insurance coverage is on a "claims-made basis", in the event the policy expires or is terminated, "tail coverage" must be purchased to cover any subsequent claims based on acts or omissions that occurred during the term of this Agreement. Upon request, the parties agree to provide one another with a Certificate of Insurance evidencing said insurance covering such liability with an insurer AM Best rated A- or better or through a qualified self-insurance program. Further, the parties agree to notify one another immediately if the aggregate coverage as stated on the Certification of Insurance is impaired more than fifty percent (50%).
8. No Waiver. A delay or omission by a party to exercise any right under this Agreement shall not be construed to be a waiver of such right. No waiver by any party of a breach of this Agreement will be deemed a waiver of any subsequent breach. Acceptance of partial payment will be deemed a part payment on account and will not constitute an accord and satisfaction.
9. Notification of Incidents. Each party agrees to promptly notify the other party after the discovery of any incidents, occurrences, claims, or other causes of action involving this Agreement that could negatively impact the other party in order to permit the timely and appropriate evaluation, determination of responsibility, and opportunity for mitigation. The parties agree to cooperate with each other as may be necessary to resolve such matters. Notwithstanding the above, none of the parties shall be required to provide the other party with copies of patient safety materials as defined in the Pennsylvania Patient Safety Act, to the extent that releasing the same would waive any legal privilege applicable to said materials. This section shall survive the termination of this Agreement.
10. Promotional Materials. Except as otherwise stated in this Agreement, each party agrees not to use the name, trademark, service mark, or design registered to the other party or its affiliates in any publicity, promotional, or advertising material, unless review and written approval of the intended use is obtained from the other party's Marketing and Communications Department or their designee prior to the release of any such material.
11. Release of Information. Except as required by law, the provisions of this Agreement are confidential and protected from disclosure to a third party except where the third party is an agent, attorney, consultant, corporate parent, controlling party, affiliate or designee of a party and they are bound to the same level of confidentiality as set forth in this Agreement.
12. Severability. In the event any provision of this Agreement is rendered invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Further, the parties shall renegotiate and amend the Agreement to comply with the requirements of law. If the parties fail to reach such an amendment satisfying each of the parties within ninety (90) days' following a written request by one of the parties, then any party may terminate this Agreement upon thirty (30) days' written notice, without further obligation or penalty, financial or otherwise, to the other parties.
13. Unforeseen Circumstances. None of the parties will be deemed in violation of this Agreement if prevented from performing any of its duties and responsibilities under this Agreement for circumstances beyond its reasonable control. In the event any party is unable to perform its duties and responsibilities due to said circumstances, the other party has the right to terminate this Agreement upon written notice to the affected party.