

AGREEMENT FOR THE PROVISION OF ATHLETIC TEAM PHYSICIAN SERVICES

THIS AGREEMENT FOR THE PROVISION OF PHYSICIAN SERVICES ("Agreement") is made by and between Penn State Health, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office at 100 Crystal A Drive, Hershey, PA 17033 and its affiliates (collectively, "PSH"), and the Warwick School District, a public school system formed and existing under the laws of the Commonwealth of Pennsylvania, with its principal offices at 301 West Orange Street, Lititz, PA 17543 (individually, the "District," and collectively with PSH, the "Parties").

RECITALS

WHEREAS, PSH is an integrated academic health system serving the communities of central and south-central Pennsylvania;

WHEREAS, the District is a public school district serving Warwick and Elizabeth Townships and the Lititz Borough, all in Lancaster County;

WHEREAS, the District desires for PSH to provide athletic team volunteer physician services (collectively, "Services") to its students ("Student(s)");

WHEREAS, the Parties desire for the Services to be provided pursuant to the terms and conditions of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. TERM: The term is this Agreement shall be for three (3) years, beginning on September 1, 2026, and ending on August 31, 2029, unless terminated sooner as provided herein.
2. SERVICES: PSH agrees to provide the Services identified on Exhibits A (Athletic Team Physician Services) at the rate(s) set forth set forth in Exhibit B (Compensation). Exhibits A and B are attached hereto and incorporated herein by reference.
3. INSURANCE: PSH agrees to provide and maintain during the term of this Agreement statutory workers' compensation, employers' liability insurance and professional (medical) liability coverage in the amounts required by Pennsylvania law through either an insurer licensed to conduct business in the Commonwealth of Pennsylvania or an approved plan of self-insurance. Proof of insurance is to be provided to the District prior to August 1 of each year.
4. BACKGROUND CLEARANCES: PSH personnel providing the Services under this Agreement which results in them having direct contact with children in the performance of those Services shall obtain Pennsylvania State Police and FBI criminal background checks and a Department of Human Services child abuse clearance statement prior to the commencement of the Services by such personnel, as required by Section 111 of the Public School Code and Section 6344 of the Child Protective Services Law. Upon request, PSH shall provide the District copies of such background checks as may be required by law. The Parties agree that no PSH personnel shall provide Services under this Agreement, if the aforementioned background checks contain criminal convictions and/or child abuse findings that would otherwise prohibit employment. PSH employees providing Services under this Agreement

shall report to the District any arrests or convictions for crimes enumerated in Section 111(e) and (f.1) of the Public-School Code within seventy-two hours (72) of their occurrence.

5. LICENSES: Upon request, PSH shall present to the District proof of current professional licenses for each PSH personnel providing Services under this Agreement. PSH shall immediately notify the District if the medical license of any PSH personnel is suspended, revoked or otherwise terminated for any reason.
6. DISTRICT RESPONSIBILITIES: The District shall be obligated and responsible for the follows:
 - a. A current team roster for District's team members for which team physician shall provide Services with each Student's preseason physical record, a signed parental consent form for each athlete, and a screening examination form.
 - b. An appropriate and secure training room facility to conduct team injury assessments, located on District premises and easily accessible from home competitions.
 - c. Access to training rooms, ice and supplies during the home competitions.
 - d. Such supplies, as are necessary for the provision of the team physician and athletic training services, as recommended by the team physician.
 - e. Parking and access for vehicles of team physician in secure locations adjacent to the training room and/or home competition field.
 - f. Liability insurance for all: (i) employees and agents, in connection with the activities of the Services; (ii) District services and facilities with such coverages and in such amounts as are required by Pennsylvania law. The District shall be responsible for the acts or omissions of District Students, employees and agents and any claim or expense arising out of the District's athletic programs, services and facilities.
 - g. On-site availability of emergency medical services at all home football District competitions.
 - h. Coverage of the District's games on an as needed basis by the District's designated athletic trainer(s).
 - i. District athletic trainer(s) shall be licensed by the NATA and the Commonwealth of Pennsylvania and be centrally located at the District.
 - i. District's athletic trainer(s) shall abide by and adhere to any medical directive of the team physician and athletic director of the District.
 - ii. The District's licensed athletic trainer shall operate within the guidelines of the NATA
7. TERMINATION: PSH or the District shall have the right to terminate this Agreement: (a) without cause, upon a thirty (30) day advance written notice to the other Party; or (b) in the event of material breach, upon at least thirty (30) days prior written notice to the breaching Party, unless the material breach has been cured before the end of such thirty (30) day period.

PSH shall have the right to terminate this Agreement immediately, if the athletic physician services provided by PSH to the District either expires or is terminated.

8. TRADEMARKS AND MARKETING: PSH and the District shall not use the name, trade name, trademarks, service marks, logos or other registered designs of the other Party or any of its affiliates or subsidiaries in any form or manner, and/or issue any promotional, advertising or other marketing material, and/or issue a press release or other public announcement, without the prior written consent of the other Party. Notwithstanding the foregoing, the District shall place an advertisement relating to the Services on the District's athletic website, newsletter and/or other athletic related program, at no cost to PSH. The content of such advertisement shall be subject to the approval of both PSH and District.
9. ASSIGNMENT. This Agreement, nor any of its rights or obligations thereunder, shall be assigned, conveyed, sublet or otherwise transferred (by law or otherwise), without the express written consent of both Parties. Any purported assignment in violation of this Section shall be void.
10. HEADINGS: Headings are used herein for convenience only and shall play no part in the construction or interpretation of any provision of this Agreement.
11. NOTICES: Any legal notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, signature required, or if mailed, by pre-paid, first-class mail, return receipt requested, to the addresses listed below. This Section is not intended to govern day-to-day business communications between the Parties in performing the duties, in due course, under this Agreement. The addresses to which notices are sent may be changed by proper notice.

If to DISTRICT:

Warwick School District
301 West Orange Street
Lititz, PA 17543
Attn: Superintendent

With a Copy to:

Warwick School District
301 West Orange Street
Lititz, PA 17543
Attn: Human Resources

If to PSH:

Penn State Health
Department of Orthopaedics and Therapy Services
30 Hope Drive
Hershey, PA 17033

Attn: Director of Operations, Orthopaedics

With a Copy to:

Penn State Health
100 Crystal A Drive
Hershey, PA 17033

Attn: Legal Department

12. APPLICABLE LAW AND VENUE. This Agreement will be governed by the law of the Commonwealth of Pennsylvania, without regard to the conflicts of law's provisions, and the Parties agree that the Federal Court of the Middle District of Pennsylvania, or the State Court of Common Pleas for Dauphin County shall have the exclusive jurisdiction and venue for any dispute relating to this Agreement. The Parties hereby consent to and waive all objections to the jurisdiction, venue and forum non convenience of such courts.
13. COUNTERPARTS: This Agreement may be electronically executed in any number of counterparts, each of which shall be deemed an original, but all of which shall be deemed one and the same instrument. Signature pages delivered by facsimile or PDF attached to email shall be deemed original counterparts for all purposes.
14. RELATIONSHIP OF PARTIES: The relationship between the Parties to this Agreement to each other is that of independent contractors. Neither Party nor its employees, agents or contractors have the authority to legally bind the other Party. Under no circumstances shall the relationship of the Parties be constructed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors. The individuals providing the Services are not and shall not become employees or agents of the District. Each Party agrees to assume complete responsibility for its own employees with regard to federal and state withholding tax, workers' compensation, social security, unemployment insurance, and compliance with other federal, state and local laws.
15. INDEMNIFICATION; LIMITATION OF LIABILITY:
 - a. PSH agrees to indemnify, defend and hold harmless the District, its current and former directors, officers, employees, contractors and agents from and against any and all claims, suits, damages, fines, judgments, penalties, liabilities, costs and expenses (including reasonable attorney fees, court costs and advancements of counsel) incurred, paid or suffered by the District, which result or rise out of any claim by a third party for an act or omission by PSH or any of its directors, officers, employees, contractors or agents in providing the Services as set forth under this Agreement. Provided however, the District is not entitled to indemnification for its own acts or omissions or that of its agents, contractors, servants, or employees unless such act or omission was taken as a result of the direct instructions of PSH.
 - b. The District agrees to indemnify, defend and hold harmless PSH its current and former directors, officers, employees, contractors and agents from and against any and all claims, suits, damages, fines, judgments, penalties, liabilities, costs and expenses (including reasonable attorney fees, court costs and advancements of counsel) incurred, paid or suffered by PSH, which result or arise out of any claim, act or omission by the District or any of its directors, officers, employees, contractors or agents relating to the Services under this Agreement. Provided however, PSH is not entitled to indemnification for its own acts or omissions or that of its agents, contractors, servants,

or employees unless such act or omission was taken as a result of the direct or indirect instructions of the District.

- c. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, INCLUDING FOR INDEMNIFICATION FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE).
 - d. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Agreement shall be deemed a direct or indirect waiver of or limitation to any sovereign or governmental immunity, in any respect, applicable to the District (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act) or impose liability, directly or indirectly, on the District from which it would otherwise be immune under applicable law.
 - e. The provisions of this Section shall survive the expiration or termination of this Agreement.
16. ENTIRE AGREEMENT: This Agreement, as may be amended from time to time in writing by the Parties, sets forth the entire understanding between the Parties relating to the matters described herein, there being no terms or conditions other than those contained herein, and all prior and contemporaneous agreements or understandings, whether written or unwritten, are superseded by this Agreement.

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[EXECUTION ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto, by a duly authorized representative, have set their hands and seals, the day and year set forth below.

PENN STATE HEALTH	WARWICK SCHOOL DISTRICT
By: _____	By: _____
Name: _____	Name: <u>DR. JASON REIFSNYDER</u>
Title: _____	Title: <u>SUPERINTENDENT</u>
Date: _____	Date: <u>OCTOBER 20, 2026</u>

Exhibit A

ATHLETIC TEAM PHYSICIAN SERVICES

1. PSH shall provide a fellowship trained orthopedic sports medicine physician to share, based on availability, the responsibilities outlined in this Exhibit A and Agreement.
2. PSH shall identify the following team physician(s) to perform the athletic team physician services under this Exhibit and Agreement:

Corey Troxell, DO - Orthopedic Sports Medicine Physician

PSH may, at any time, and in its sole discretion, substitute and/or designate another qualified physician to perform the responsibilities outlined in this Agreement.

3. The team physician(s) shall be obligated and responsible for the following:
 - a. The team physician or his/her designee will be present on an as-needed basis for games as scheduled by the District's athletic trainer in advance.

All agreed upon times will not conflict with the team physician's clinical responsibilities at the PSH. The team physician or his/her designee shall be present at the site of the District event at least ten (10) minutes prior to the scheduled start of the event.
 - b. The team physician will provide medical supervision of the athletic trainer(s) during the coverage of the District's competitions on an as-needed basis
4. The team physician shall maintain a satisfactory level of professional competence and shall follow and abide by the ethics of the team physician's profession, the rules and regulations of all governing boards, all federal, state and municipal laws and ordinances regulating the practice of the team physician's profession, and the policies, standard, and regulations of the District as may be established from time to time.

Exhibit B

COMPENSATION

As compensation for the Services provided under this Agreement, the District shall not be responsible to pay PSH for the Services provided by the pay PSH as set forth herein. PSH instead shall report the fair market value of these Services as community benefit through its Community Benefit Report.