Service Agreement to Provide Physician Coverage

This Service Agreement ("Agreement") is made as of [10/1/2026], by and between UPMC Pinnacle ("Pinnacle"), whose address is 409 South 2nd Street, Harrisburg, 17104, and ***Susquehanna Township School District*** ("School"), whose address is 2579 Interstate Drive, Harrisburg, PA 17110. Pinnacle and the School may, for the purposes of this Agreement, by referred to individually as Party ("Party") or collectively, the Parties (the "Parties").

This Agreement shall be in effect from August 1, 2026 through July 31, 2027, unless terminated earlier pursuant to the terms of this Agreement.

Pinnacle provides services to local school districts for state mandated physicals and other medical services ("Services"). These Services are provided by a medical physician ("Physician"). Pinnacle employs a Physician, Michael Yurkewicz, who is fully qualified, willing, and able to provide the services as Physician, and other health care professionals who can assist in the provision of the services hereunder.

Services Provided Under this agreement

1. School physicals shall be provided for those students who have not otherwise furnished a medical examination satisfying applicable law, including students upon original entry into School, grade six, grade eleven, and students transferring from another school system for whom an adequate health record is not made available, within one year in prior to the start date at School, in accordance with Pennsylvania Public School Code and 28 Pa. Code Ch. 23. No physical examination will be performed without written consent by the parent or guardian of the student.

2. Standing nursing orders signed by the Physician for the daily/ emergency health care services of students will be provided.

3. On rare occasions, if the district school nurses would need to have the opportunity to have a Physician available should questions arise regarding a medical condition/situation that would require professional guidance. Physician will provide this consultation service when Physician is available.

4. The Physician is not a substitute for basic life support or advanced life support personnel as required by law. Neither Pinnacle nor its physicians will supply emergency or other equipment, materials, or supplies. The provision of any such equipment, materials and supplies is the sole responsibility of School.

5. **Qualification**. Pinnacle represents and warrants that the Physician is, and shall remain throughout the Term, duly licensed in the Commonwealth of Pennsylvania and otherwise qualified to perform the Services. Pinnacle shall ensure that Physician maintains all licenses, certifications, and professional credentials required to perform the Services. Pinnacle shall promptly notify the School of any lapse, restriction, suspension, or other adverse action affecting such licensure or qualification.

Independent Contractor. It is understood and agreed by Pinnacle and School that Pinnacle, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent, or employee of the School. Personnel furnished by Pinnacle to perform the functions specified in this Agreement shall be employees of Pinnacle or contracted with Pinnacle. No personnel utilized by Pinnacle to perform Services under this Agreement shall be deemed employees or agents of the School for any purpose. Pinnacle shall pay all salary, wages, Social Security taxes, federal and state unemployment insurance and any other tax related to such personnel. Pinnacle is responsible for all insurance for such personnel, including, but not limited to workers compensation and liability insurance. This Agreement is for the benefit of the School and Pinnacle only. The School and Pinnacle are independent contractors vis-à-vis each other and this Agreement shall not constitute the formation of a partnership, joint venture, or any relationship other than that of independent contractors.

6. **Clearances**. Pinnacle shall ensure that its employees or contractors who are assigned to perform the Services as set forth in this Agreement have and will maintain all background certifications required by the policies of the School and under Section 1-111 of the Public-School Code (24 P.S. 1-111) for any individual who may have direct contact with students. Pinnacle shall make available to the School for inspection, at any time upon request by the LEA, the required background certifications. Additionally, the School and Pinnacle will work cooperatively to ensure that if any individual with direct student contact is arrested for, or convicted of a crime, it will be reported to the School within seventy-two (72) hours of notification to Pinnacle, pursuant to the applicable Child Protective Services Law.

7. **Nondiscrimination**. Pinnacle agrees to comply with the School's nondiscrimination policies and all applicable federal and state laws and regulations in performance of their duties under this Agreement.

8. **Insurance**. Pinnacle and its providers shall maintain professional liability insurance for the Physician and applicable providers in an amount no less than $1,000,000.00 per claim and $3,000,000.00 in aggregate.

9. **Venue**. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of law's provisions thereof. Proper venue for any dispute hereunder shall be the courts of competent jurisdiction in Dauphin County, Pennsylvania.

10. Pinnacle does not require School to refer patients to any UPMC Pinnacle hospital or facility under the provisions of this Agreement.

11. **Indemnification**. Parties agree to indemnify and hold harmless the other party and each of its employees, agents, and partners from and against any and all claims of loss, damages, liability, cost, expenses, judgements, or obligations whatsoever, for or in connection with injury or damage (including death) to any person or property resulting from or in any way connected with the negligent performance or negligent failure to perform obligations or activities hereunder by a Party, its agents, or staff.

    Notwithstanding the foregoing of 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 School (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act) or impose liability, directly or indirectly, on the School from which it would otherwise be immune under applicable law.

12. **Confidentiality**. To the extent Pinnacle or the Physician receives or has access to student education records, health records, or personally identifiable information, such information shall be used solely for purposes of performing the Services and shall be maintained and disclosed only in accordance with FERPA, 24 P.S. § 14-1409, 22 Pa. Code §§ 12.31-12.33, and other applicable law. Pinnacle shall not redisclose such information except as permitted by law and shall promptly notify the School of any unauthorized access, use, or disclosure.

    School and Physician shall keep all information and records obtained or generated during the provision of services under this Agreement strictly confidential in accordance with all applicable laws and regulations.

13. **Term and Termination**. This Agreement shall be effective as of date of execution of both Parties and shall remain in effect for the entire 2026-2027 school year, unless otherwise terminated or amended in writing by mutual consent of both Parties. This Agreement shall terminate on July 31, 2027.

Either Party may terminate this Agreement at any time without cause or penalty by providing the other Party with written notice at least (30) days prior to the intended termination date. Upon early termination, Pinnacle will be paid for services provided through the date of termination.

14. **Fees and Payments.** For the 2026-2027 school year, the School shall pay Pinnacle an annual fee of One Thousand Five Hundred Dollars ($1,500.00) for the Services provided under this Agreement, including the provision of standing nursing orders and physician consultation as described above. In addition, the School shall pay Pinnacle Fifteen Dollars ($15.00) for each state-mandated physical examination performed pursuant to this Agreement.

Pinnacle will invoice the School for amount due when physicals have been completed. The School agrees to pay Pinnacle for fees to which Pinnacle is entitled, within thirty (30) days of receipt of an invoice for the services.

15. **Modification**. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.

16. **Entire Agreement**. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter and supersedes all prior oral and written agreements, representations, understandings, or discussion.

17. **Waiver**. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

18. **Assignment; Binding Effect**: This Agreement shall insure to the benefit of and be binding upon the Parties, their successors and permitted assigns. Pinnacle shall not assign its rights, duties, or obligations under this Agreement without the prior written consent of the School. Any assignment of the Agreement by Pinnacle without the prior written consent of the School shall void this Agreement.

Please confirm your agreement with the terms and conditions of this letter by executing this Letter of Agreement below. Please keep a copy for your records.

We very much appreciate the opportunity to work with you in meeting your school related medical needs.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties, by their respective offices, have entered into this Agreement as of the date written below.

Sincerely,

_____ _____

Signature **Date**

Kyle McGill, Administrative Director
Ortho / Spine Service Line
UPMC Central PA

School:
_____agrees to the terms and conditions of this letter agreement.

Signature: _____ Date_____

Printed Name: _____