Physician Services Agreement

Between Pinnacle Health Medical Services and Susquehanna Township High School

This Agreement ("Agreement") is entered into this 1st day of August, 2026, by and between Pinnacle Health Medical Services ("PHMS") and Susquehanna Township High School ("Client").

WITNESSETH

WHEREAS, PHMS and Client have agreed that PHMS will provide either a sports medicine physician, orthopedic surgeon, sports medicine fellow, physician assistant or resident physician to provide certain professional services as outlined in Attachment A (the "Services"), to or on behalf of Client; and,

WHEREAS, PHMS and Client desire to supply a full statement of their agreement in PHMS' provision of services during the term of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. TERM

Unless earlier terminated as provided herein, the Agreement shall become effective on the 1st day of August, 2026, and shall expire on the 31st day of July, 2029.

2. MUTUAL REPRESENTATIONS AND ACKNOWLEDGEMENTS

Each party represents and acknowledges:

2.1 PHMS does not require Client to refer patients to PHMS or any UPMC Hospital as a Condition of receiving compensation under this Agreement.

2.2 PHMS is an independent contractor, not a servant, agent, or employee of Client. Nothing contained herein shall be deemed to create any type of employment, agent or master-servant relationship between PHMS and Client.

2.3 The compensation to be paid by Client to PHMS is consistent with fair market value.

2.4 Sports medicine physicians, orthopedic surgeons, fellows, physician assistants and resident physicians are not substitutes for emergency medical services, basic life support or advanced life support personnel which staff football games or team physician.

2.5 This agreement is for the benefit of the Client and PHMS only. The Client and PHMS 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.

2.6 No personnel utilized by PHMS to perform services under this agreement shall be deemed employees or agents of the Client for any purpose. PHMS shall pay all salary, wages, Social Security taxes, federal and state unemployment insurance, and any other tax related to such personnel. PHMS is responsible for such personnel, including but not limited to workers compensation and liability insurance.

2.7 PHMS oversees a teaching program which provides training and education to resident physicians and fellows in medical specialties including sports medicine. PHMS is willing to provide, and Client is willing to accept a

resident physician or fellow at the home varsity football games or for the team physician. There is no charge for the resident physician or fellow.

3. SERVICES OF PRACTICE
   - 3.1 The Services that PHMS will provide are described on Attachment A.
   - 3.2 PHMS acknowledges and agrees that PIAA physicals may also be used for 11th grade school physical purposes.

4. COMPENSATION AND RECORDS OF SERVICES PROVIDED
   - 4.1 The compensation that Client will pay PHMS is described on Attachment A.
   - 4.2 PHMS shall keep complete, accurate and detailed records of the services provided pursuant to this Agreement.

5. TERMINATION
   - 5.1 Notwithstanding any language to the contrary, either party may terminate this Agreement without cause upon 30 days written notice to the other party.
   - 5.2 Either party may terminate this Agreement immediately upon written notice if the other party commits a material breach of this Agreement.
   - 5.3 If this Agreement is terminated for any reason prior to the first anniversary of the Commencement Date, the parties shall not enter into a subsequent agreement for the same or similar services until after the first anniversary of the Commencement Date.

6. MISCELLANEOUS
   - 6.1 Entire Agreement. Client acknowledges and agrees that this Agreement and any corrections, amendments, schedules, or addenda signed and agreed upon by Client and PHMS (all of which are incorporated by reference herein) incorporate adequately, completely and entirely within the agreement between the parties and represent all of the compensation, covenants and benefits offered to Client by PHMS, and there are no other promises, terms, covenants or benefits beyond or in addition to those stated in this Agreement. Any promises, inducements or benefits of any kind or nature made or alleged to have been made by any agent or employee of PHMS to Client or to any representative or agent of Client and not specifically set forth in this Agreement, shall have no force and effect whatsoever, and Client agrees that Client has not relied upon such promises, inducements, terms or covenants in executing this Agreement.
   - 6.2 Insurance. PHMS shall maintain professional liability insurance coverage with adequate policy limits issued by recognized insurers licensed to do business in the Commonwealth of Pennsylvania. PHMS shall provide Client with certification of coverage upon Client's request.
   - 6.3 Indemnification. To the extent permitted under governing law and subject to limitations set forth elsewhere in this Agreement, each party will defend, indemnify and hold harmless the other party, its successors and assigns, officers, directors, employees, and agents from and against any and all liability, judgment, loss, damages, fines and expenses from a third party (including reasonable legal fees and costs), which the Indemnified Party may later suffer or pay out to another, due to any claim, action, or right of action of a third party, at law or in equity, based on or in any way arising out of, and which are proximately caused in whole or in part, by the

negligent or more culpable acts, or by failing to comply with applicable law, ordinance or regulation or by the breach of any term, covenant, condition, obligation or warrant set forth in the Agreement by the Indemnifying Party.

6.4 No Exclusion from Programs. Client represents that neither it, nor any physician with which Client is associated, has been excluded from participating in any government-funded health care programs. Further, Client represents that neither it, nor any physician associated with Client, is to the best of Client's knowledge, currently under investigation for an alleged misconduct and has not engaged in misconduct that could result in future exclusion from any government-funded health care programs.

6.5 No Right in Third Parties. Nothing contained in this Agreement will be construed as giving rise to any person or entity that is not a party to this Agreement to any right to enforce its provisions under any legal theory.

6.6 Books and Records. Client acknowledges and agrees that this Agreement may be subject to provisions of Public Law 96-499, the Omnibus Reconciliation Act of 1980, and will make available all books and records with respect to the services provided under this Agreement to the extent required by law and to the extent required by law, the provisions of Section 1395x(v)(1)(I) of Title 42 of the United States Code are incorporated herein by reference with like effect as though set forth at length. The provisions of this Section 6.6 shall survive the termination or expiration of this Agreement.

6.7 Compliance with Laws. It is the intention of the parties that the provisions of this Agreement shall comply with all applicable federal and state statutes and regulations, including, but not limited to, the Federal Anti-kickback Law and the Federal Client Self-Referral Law; the criminal clearance requirements of 24 P.S. § 1-111 and Child Protective Services Law; the Family Educational Rights and Privacy Act ("FERPA") and Individuals with Disabilities Education Act ("IDEA") and all other applicable federal and state laws relative to educational records.

6.7.1 In the event that (1) changes in state or federal government statutes or regulation or third-party reimbursement policies or the interpretation thereof (collectively, the "Laws") cause any provision of this Agreement to be in violation of, or inconsistent with, any of the Laws (or that cause the method of operation or consideration to be adversely affected); or, (2) any federal or state governmental agency or court determines that any provision of this Agreement violates any of the Laws, the parties agree to renegotiate the applicable provision or provisions in order to comply with the Laws and to preserve the economic viability of this Agreement.

6.7.2 A party shall provide notice of its request for renegotiation pursuant to Section 6.7.1 to the other party at any time during the term of this Agreement. If the parties fail to agree to appropriate revisions to the Agreement within 30 days following such notice, then either party may terminate this Agreement effective immediately upon the expiration of the 30 days.

6.7.3 Each party agrees to promptly notify the other of any regulatory or other investigation that may lead to a determination that any provision of this Agreement violates any of the Laws. The provision of this Subsection shall survive the termination or expiration of this Agreement.

6.8 Notices. All notices required or permitted pursuant to this Agreement shall be in writing and delivered by certified U.S. Mail, postages prepaid, return receipt requested, and shall be deemed effective two (2) business days after mailing, if addressed to the parties at the following addresses:

If to Client: Susquehanna Township High School
Attn: Superintendent
2579 Interstate Drive
HarrisburgPA17110

If to PHMS: Pinnacle Health Medical Services
409 S. Second Street, P.O. Box 8700
Harrisburg, PA 17105-8700
Attention: President

6.9 Headings. The Article and Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intention of the parties.

6.10 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

6.11 Binding Effect. This Agreement shall be binding upon PHMS's successors and assigns to the extent permitted by applicable law. This Agreement shall be binding on Client's successors, and assigns.

6.12 Confidentiality. The PHMS acknowledges that this Agreement and its provisions is a public record for the Client's purpose and may need to be disclosed under the Right to Know laws or other legislation. Unless otherwise permitted by the applicable law, each party to this Agreement will not use or disclose certain confidential, proprietary and nonpublic financial and other information concerning patients ("Protected Health Information") in violation of the requirements of 45 C.F.R. Sections 165.504 and 164.506(e)1, known as the Health Insurance Portability and Accountability Act of 1996, Privacy and Security Standards ("HIPAA"), which are incorporated herein by reference. Each party agrees to use their best efforts to comply with HIPAA in all respects, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom either party provided Protected Health Information agree to the same restrictions and conditions imposed on the parties hereto under HIPAA. The provisions of this Section 6.12 shall survive the termination or expiration of this Agreement.

6.13 No Verbal Modifications. This Agreement may not be modified, amended, supplemented, or waived except by written agreement, signed by the parties. No delay, omission or failure by a party to exercise any right, power or remedy to which a party may be entitled shall impair any such right, power or remedy, nor shall such be construed as a release by a party of such right, power or remedy or as a waiver, unless written agreement, signed by the parties. A waiver by a party of any right, power, or remedy in any one instance shall not constitute a waiver of the same or any other rights, power, or remedy in any other instance.

6.14 Cancellations and Re-schedules. It is the responsibility of the Client to communicate all game cancellations and re-scheduled dates and times to the Program Director for Sports Medicine of Central PA-UPMC within a sufficient timeframe to allow for PHMS to determine coverage availability.

IN WITNESS WHEREOF, this Agreement is executed by the undersigned as of the date first set forth above.

CLIENT	PINNACLE HEALTH MEDICAL SERVICES
_____	_____
Signature	Signature
_____	_____
Printed Name	Kyle McGill
_____	_____
Title	Executive Administrator Orthopedic Service Line

Susquehanna Township High School Proposal
Athletic Event Coverage and Pre-Participation Physical Examination Services
Attachment A

Service Description	Cost
PIAA Pre-Participation Physical Examinations • Conduct PIAA Pre-Participation Physical Examinations. • Dates and exams will be coordinated and agreed upon by both parties. • There will be two (2) summer dates, one (1) fall date and one (1) spring date. • Additional dates will be charged a fee agreed upon by both parties. **Athletic Event Coverage** • Coverage for home varsity football games • PHMS will designate a provider for supervision of the Client's Certified Athletic Trainer(s). • PHMS will provide coverage for additional sporting events as agreed upon by both parties. • The Client will be charged a fee for this additional coverage that is mutually agreed by both parties. • PHMS is willing to provide, and Client is willing to accept a resident physician or fellow at the home varsity football games or for the team physician. There is no charge for the resident physician or fellow. • PHMS sports medicine physician, orthopedic surgeon, sports medicine fellow, physician assistant and/or a resident physician will not supply emergency or other equipment, materials, or supplies. The provision of any such equipment, materials and supplies is the sole responsibility of Client.	The fee for the services will be $5,250.000 annually for the term of this agreement. PHMS will bill the Client in October and March of each year. This fee will be paid to PHMS within thirty (30) days of receipt of an invoice by the Client. No charge to the Client for home varsity football games.
The Client will provide the following marketing and branding assets to Pinnacle: A. A Full-page color advertisement at no charge to PHMS for football. PHMS will annually create and submit the ads to the Client for publication in the corresponding program. B. UPMC banners will be featured in the Client gymnasium and at the football field for games/contests. C. UPMC logo will be featured on the message board of the scoreboard in the Client gymnasium and at the football field during scrimmages and games if applicable. D. PHMS will provide reads for the Client appointed announcer to read at least twice during a game/contest of each home game.	

E. UPMC will have the option of providing periodic giveaway items at home football and basketball games including free t-shirts, sport specific stress balls, etc. F. UPMC logo will be featured on the "Athletics page" of the Client website. G. UPMC may provide quarterly educational information and periodic sports medicine related announcements for the Client. H. UPMC brochures will be displayed in the school's nurses' offices and athletic office and made available to all interested students. I. PHMS may provide one educational program at the school's request at no charge to the Client. Details of the program will be agreed upon by both parties prior to the event. If additional programming is requested a fee may be required.	