

PIAA PRE-PARTICIPATION PHYSICALS AGREEMENT

This **PIAA PRE-PARTICIPATION PHYSICALS AGREEMENT** (the “Agreement”), is entered into on 6/28/2021 by and between **OSS ORTHOPAEDIC HOSPITAL, LLC dba OSS HEALTH**, (“Provider”), and **SPRING GROVE AREA SCHOOL DISTRICT** (the “District”), who, for the purposes of this Agreement, may be referred to individually as Party (“Party”) or collectively, the Parties (the “Parties”).

WHEREAS, Provider maintains and operates an orthopedic practice in Pennsylvania; and

WHEREAS, District desires to engage Provider to conduct PIAA (Pennsylvania Interscholastic Athletic Association, Inc.) pre-participation physicals. Provider desires to accept such engagement pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, It is the intention of both Parties to backdate the term of this Agreement which shall memorialize a prior understanding between both Parties which was not formally executed; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Provider Responsibilities.** Provider agrees to conduct Pennsylvania Interscholastic Athletic Association, Inc. (“PIAA”) pre-participation physicals (the “Services”) at locations mutually agreed upon by the Parties. The Parties agree that certain aspects of the Services will require coordinated efforts between Provider and District administration. Provider shall maintain in good standing at all times during the Term (defined herein) all professional licenses and certificates necessary for the provision of the Services hereunder.

2. **District Responsibilities.** District shall provide licensed medical professionals to perform blood pressure readings.

3. **Term.** The term of this Agreement shall be from 7/1/2018 to 6/30/2023 (the “Term”). Notwithstanding the foregoing, this Agreement may be terminated by either Party at any time by providing at least thirty (30) days’ written notice to the other Party. Either Party may terminate this Agreement immediately upon material breach of any term or condition of this Agreement by providing written notice of termination to the breaching Party.

4. **Fees.** Provider shall receive payment for Services at the rates set forth on **Exhibit A**.

5. **Payment.** Provider shall invoice District and payment shall be due within thirty (30) days of receipt of invoice. Any invoice not paid by date due will be charged a late fee at the lesser of 1% per month or the highest amount permitted by applicable law on all payments past due.

6. **Scheduling/Staffing.** Provider shall provide a minimum of six (6) licensed professionals for Services rendered under this Agreement. Any modification to staffing shall be mutually agreed upon by both Parties. Creation, modification and confirmation of scheduled Services shall be the responsibility of both Parties.

7. **Insurance.** Provider shall maintain in effect general liability and professional liability insurance of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate at all times during the Term of this Agreement. District shall be responsible for providing general liability and professional liability insurance for its property, including adverse events, and for the activities of its employees, students, and faculty, and proof of such shall be sent to Provider within ten (10) days of executing this Agreement.

8. **HIPAA Compliance.** Provider and District are both “covered entities” as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Both Parties agree that they will comply with the Security Standards for the Protection of Electronic Protected Health Information and the Standards for Privacy of Individual Identifiable Health Information (collectively, the “HIPAA Standards”), 45 CFR parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”) and its implementing regulations.

9. **Compliance with Laws.**

- (a) Provider shall comply with all applicable federal, state, and local laws with respect to the Services performed under the terms of this Agreement. Provider shall adhere to the regulations of the Occupational Safety and Health Administration (OSHA) with respect to the Services performed under the terms of this Agreement and the storing and dispensing of pharmaceuticals. The Provider shall provide the District, at the Provider’s own expense, current copies of appropriate clearances, such as Pennsylvania Criminal History Background Checks, Child Abuse History Clearances, and, if necessary, FBI Fingerprint Reports, as required by Pennsylvania State law. Additionally, the Provider shall provide the District with copies of employment history reviews as required by 24 P.S. § 1-111.1.
- (b) Each Party is responsible for compliance with all applicable laws, rules, regulations, or ordinances which may relate to its respective activities and responsibilities under this Agreement and are in compliance with the federal Medicare/Medicaid Anti-Kickback Statute. By virtue of this Agreement or otherwise, Parties will, at all times, refrain from willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from each other for the furnishing of any item or service reimbursed under the Medicare or other federal or state health care programs.

10. **Governing Law; Venue.** This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to conflict of laws rules. Venue for any action brought under this Agreement shall be the Court of Common Pleas of York County, Pennsylvania.

11. **Mutual Indemnification:** Each Party hereby agrees to indemnify, defend and hold the other Party, its directors, officers, employees, agents and affiliates harmless from and against any and all damages or other amounts payable to a third party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding or cause of action (each, a "Claim") brought by a third party against a Party or its representatives based on: (a) breach of any representation or warranty by the indemnifying Party contained in this Agreement, (b) breach of any applicable law by such indemnifying Party, or (c) gross negligence or willful misconduct by such indemnifying Party, its affiliates, or their respective employees, contractors or agents. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed to be a direct or indirect waiver of or limitation to any sovereign or governmental immunity, in any respect, applicable to District, its directors, officers, employees and agents (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act) or impose liability, directly or indirectly, on the District and its directors, officers, employees, and agents from which it would otherwise be immune under applicable law.

12. **Amendment or Modification.** This Agreement will not be waived, changed, modified, extended, or discharged except by an agreement in writing, signed by the Parties hereto.

13. **Non-Discrimination.** The Parties shall assure that the Services provided pursuant to this Agreement are rendered without regard to race, color, ancestry, national origin, religion, creed, service in the uniformed services (as defined in state and federal law), veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas.

14. **Notice.** Any notice required under this Agreement shall be in writing and shall be given, and be deemed to have been duly given, upon the date delivered or rejected, if delivered personally, or upon the date received or rejected, if mailed postage pre-paid by certified mail return receipt requested, in either case addressed to the address of the other Party as indicated below, or to such other address as either Party may designate in writing by notice.

If to Provider:

OSS Orthopaedic Hospital, LLC
1855 Powder Mill Road
York, PA 17402
Attn. Bob Burton

If to District:

Spring Grove Area School District
100 E. College Ave.
Spring Grove, PA 17362
Attn: Greg Wagner

15. **Confidentiality.** The Parties agree to keep confidential and not to use or disclose to others during the Term and any renewal term of this Agreement or at any time thereafter, except as expressly agreed in writing by the Parties, or as required by law, any proprietary information, financial information, patient information or any matter the use or disclosure of which might reasonably be construed to be contrary to the best interests of the Parties.

16. **Mutual Cooperation.** The Parties shall reasonably cooperate with each other in carrying out their respective obligations hereunder.

17. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement, unless doing so would create a material breach, which would then render this Agreement null and void.

18. **No Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns. This Agreement shall not be assignable by either Party without the prior written consent of the other Party.

19. **Entire Agreement.** This Agreement is the entire understanding and agreement of the Parties regarding its subject matter and will now supersede all prior oral or written agreements, representations, understandings or discussions. Both Parties shall enter into this Agreement without any discrepancies in the understanding of the Effective date and the signing date, and without any assumption of unanticipated obligations.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures sent by fax or electronic mail transmissions shall constitute originals.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have duly executed this Agreement on the later of the dates that each Party signed this Agreement ("Effective Date").

OSS ORTHOPAEDIC HOSPITAL, LLC:

SPRING GROVE AREA SCHOOL DISTRICT:

Printed Name: Dale Bushey

Printed Name: _____

Signature: _____

Signature: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

EXHIBIT A

Per Physical Date Fees

Staff	Rate Per Day
Athletic Trainer	\$60
Assistant AT	\$60
Physical Therapist	\$60
PT Assistant	\$60
Staff	Rate per Hour
Physician Assistant	\$100