

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is entered into by and between **OSS ORTHOPAEDIC HOSPITAL, LLC d/b/a OSS HEALTH**, (the “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, The Provider maintains and operates an orthopedic practice in Pennsylvania; and

WHEREAS, The District desires to engage the Provider to provide athletic support services (“Services”) at one or more athletic events. The Provider desires to accept such engagement pursuant to the terms and conditions set forth in this Agreement.

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. The Provider agrees to provide one Physician and one Athletic Trainer to provide the services and discharge the responsibilities as set forth in **Exhibit A** (the “Services”). The Provider shall maintain in good standing, at all times during the Term of this Agreement, all professional licenses and certificates necessary for the provision of the Services hereunder. The Provider agrees to provide Services for District at events mutually agreed upon by both Parties.

2. District Responsibilities. The District agrees to provide the services and discharge the responsibilities as set forth in **Exhibit B**.

3. Term. The term of this Agreement shall be from 7/1/2023 to 6/30/2026 (the “Term”). Notwithstanding the foregoing, this Agreement may be terminated by either Party at any time by providing ninety (90) days’ advanced 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. Compensation. For the Term of this Agreement, the District agrees to compensate the Provider the sum of \$35,000 annually which shall be paid within thirty (30) days upon receipt of semi-annual invoices submitted by Provider in accordance with the Invoice Schedule set forth in **Exhibit C**.

5. Insurance. The 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. The 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 upon executing this Agreement.

6. HIPAA Compliance. The Provider and the 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.

7. Compliance with Laws.

(a) The Provider shall comply with all applicable federal, state, and local laws with respect to the Services performed under the terms of this Agreement. The Provider shall adhere to the Occupational Safety and Health Administration (OSHA) regulations regarding the Services performed under this Agreement and the storing and dispensing of pharmaceuticals.

(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.

(c) Subject to applicable laws, the District shall make available to the Provider by electronic or other means as are secure and acceptable to the Parties, copies of such medical records as are deemed necessary to provide Services.

8. 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.

9. 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.

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

11. Non-Discrimination. Both 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.

12. Good Faith and Fair Dealing. The Parties agree to act in good faith and to deal fairly with one another in the interpretation, execution, performance and implementation of the terms and provisions of this Agreement.

13. 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, including electronic (e-mail) delivery, if delivered personally, or upon the date received, if mailed postage pre-paid by certified mail return receipt requested, or to such other address as either Party may designate in writing by notice.

If to the Provider:

OSS ORTHOPAEDIC HOSPITAL, LLC

1855 Powder Mill Road

York, PA 17402

Attn. Chris Beaverson

Email: cbeaverson@osshealth.com

If to the District:

SPRING GROVE AREA SCHOOL DISTRICT

100 E. College Avenue

Spring Grove, PA 17362

Attn: Jeff Laux

Email: LauxJ@sgasd.org

14. Confidentiality. Both 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 both 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.

15. 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 invalid.

16. 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, except by the Provider to any of its affiliates or any successor in interest of its business.

17. Non-Solicitation. During the Term of this Agreement, the District shall not, unless acting with Provider's express written consent, directly or indirectly (a) solicit, entice away, or interfere with Provider's employment relationships with the Physician or the Athletic Trainer, or (b) hire or assist another in the hiring of the Physician or the Athletic Trainer.

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

19. Counterparts. This Agreement may be executed in one or more counterparts, each deemed an original, but all together shall constitute one instrument. Signatures sent by fax or electronic mail transmissions shall constitute originals.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the dates set forth below by their respective signatures.

OSS Orthopaedic Hospital, LLC:

Spring Grove Area School District:

By:  _____
DocuSigned by:
760B390051A740A...

By: _____

Title: Chief Executive Officer

Title: _____

Date: 4/11/2023

Date: _____

Exhibit A

Provider Responsibilities

- Event-day medical operations.
- Event-day administrative medical policies.
- Preparation of the sideline “medical bag” and sideline medical supplies needed by Provider.
- Determination of final clearance status of injured or ill athletes on event-day prior to competition.
- Assessment and management of event-day injuries and medical concerns.
- Determination of athletes’ same-event return to participation after injury or illness.
- Follow-up care and instructions for athletes who require treatment during or immediately after event participation.
- Notify appropriate parties regarding an injury or illness sustained by athlete during event.
- Close observation of the event from an appropriate location.
- Provision for proper documentation and medical record keeping.
- Monitoring of equipment safety and fit.
- Assessment of environmental concerns and playing conditions.
- Coordinate with medical staff of opposing team, if necessary, medical care procedures and guidelines.
- Review of the emergency response plan.
- Confirmation of reliable electronic communication system.
- Identification of examination and treatment sites.
- Confirm arrangements have been made for emergency medical staff to have convenient access to the competition site.
- A post-event review for modifications of medical and administrative protocols, if necessary.

Exhibit B

District Responsibilities

- Provide adequate space to use specifically for the Services to assist in positive injury prevention, treatment and a rehabilitative atmosphere that is always accessible during each event.
- Provide all necessary medical information including access to all physical exam forms as well as provide a secure filing location for related medical documents.

Exhibit C

Invoice Schedule

Date:	Amount:
1/02/2024	\$17,500
6/30/2024	\$17,500
1/02/2025	\$17,500
6/30/2025	\$17,500
1/02/2026	\$17,500
6/30/2026	\$17,500