

PRIMARY CARE SERVICES AGREEMENT

This Primary Care Services Agreement (the “Agreement”), dated April 1, 2023 (the “Effective Date”), is by and between Pequea Valley School District, (the “Employer”) and Lancaster General Medical Group, a Pennsylvania nonprofit corporation (“LGMG”) (each, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, the Employer desires to provide Eligible Persons (hereinafter defined) with access to an on-site primary care health centers (the “Health Centers”); and

WHEREAS, LGMG is a multispecialty physician practice; and

WHEREAS, the Employer desires to engage LGMG to provide the health services at the Health Centers in order to improve quality of care for Eligible Persons (as defined below) and to better manage its growing health plan costs; and

WHEREAS, the Employer and LGMG desire to enter into this Agreement to provide a full statement of their understanding.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements contained herein, and intending to be legally bound, the above recitals are hereby incorporated into this Agreement and the parties agree as follows:

1. **Definitions.** Capitalized terms not defined in this Section 1 or elsewhere in this Agreement shall have the meanings ascribed to such terms under HIPAA (defined in this Section 1).

“Applicable Law” or “Applicable Laws” means all federal, state, county, or municipal laws, ordinances, rules, regulations, directives, orders, and/or requirements now in force or which may hereafter be in force.

“Business Records” means information created, received, maintained or transmitted by LGMG pursuant to this Agreement. “Business Records” do not include medical records or documentation required to be created or maintained by a physician or other provider of health care services pursuant to applicable medical or health care licensure requirements (hereinafter referred to as “Medical Records”).

“Census” means the most recent listing of Eligible Persons provided by the Employer to LGMG.

“Covered Services” means the medical and other healthcare services provided at the Health Centers to Eligible Employees and Eligible Dependents., as set forth more fully in Exhibit A.

“Employer’s Plan” means the health benefit plan sponsored by the Employer through which the Employer provides group medical benefits to an Eligible Person on a self-insured basis, including the Covered Services.

“Employer’s Plan Representative” means the designated individual or individuals authorized to create, receive, maintain and/or transmit Protected Health Information in accordance with HIPAA

and the Employer's Plan and whose designation and contact information is provided by the Employer to LGMG in writing.

"Eligible Dependent" means a family member of an Eligible Employee who is either a participant in the Employer's Plan by virtue of having met the eligibility requirements of the Employer's Plan.

"Eligible Employee" means an individual who is an active or former employee of the Employer and who either is enrolled in the Employer's Plan as per the Employer's most recent Census by reason of (i) being an active employee of the Employer or (ii) having continued coverage in the Employer's Plan under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Eligible Person" means an individual who is either an Eligible Employee or an Eligible Dependent.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"Health Center(s)" means the LGMG operated primary care health centers identified in Exhibit A.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended by the Health Information for Economic and Clinical Health Act, along with regulations promulgated by the Secretary of the Department of Health and Human Services at 45 C.F.R. Part 160, Subparts A, B, C, and D, and 45 C.F.R. Part 164, Subparts A and C, as same may be amended from time to time.

"Non-Physician Licensed Personnel" means individuals employed by or contracted with LGMG who are licensed in accordance with applicable Pennsylvania law to provide health care services to patients at the Health Centers, but who are not licensed physicians. Such individuals can and shall provide services in accordance with their legal scope of practice as licensed and regulated by the Commonwealth of Pennsylvania.

"PMPM Fee" means the per member per month fee for the applicable calendar year. The PMPM Fee shall be reset each calendar year as provided in Section 8 below.

2. Term.

2.1 Initial Term and Renewals. The term of this Agreement will be for a period of two (2) years, beginning on the Effective Date (the "Term").

2.2 Commencement Date. The term "Commencement Date," as used herein, shall mean April 1, 2023, which shall be subject to the Employer having provided LGMG with the first Census.

3. Professional Medical Services.

3.1 Professional Medical Services. LGMG shall provide Covered Services at the Health Centers, in accordance with Applicable Law, as set forth more fully in Exhibit A.

- 3.2 Health Center Operating as Primary Care Medical Office. In providing services under this Agreement, LGMG represents and warrants that it will at all times operate the Health Centers as a primary care medical offices.
- 3.3 Providers to be Supplied by LGMG. LGMG will provide Covered Services through the use of one or more of its employed Non-Physician Licensed Personnel (collectively, “Providers”). LGMG will be responsible for providing and arranging for all Providers in accordance with the staffing plan set forth on Exhibit A.
- 3.4 LGMG Responsible for Supervision of Medical and Healthcare Services. LGMG will be solely responsible for the supervision of all Covered Services rendered at the Health Centers. LGMG, through the Providers, will be solely responsible for all clinical decision-making regarding all patients of the Health Centers and shall exercise medical judgment without influence from any individuals who are not Providers acting in accordance with Applicable Law.
- 3.5 LGMG Regarding Providers. LGMG represents and warrants, with respect to each Provider, that the following statements are true and correct as of the Effective Date and shall remain true and correct with respect to each Provider throughout the duration of the Term (as appropriate):
- 3.5.1 Licensed. Each Provider is duly licensed to practice in the Commonwealth of Pennsylvania.
- 3.5.2 Good Standing. Each Provider is in good standing with the Provider’s applicable Commonwealth of Pennsylvania licensing board (that is, the State Board of Medicine, the State Board of Osteopathic Medicine, or the State Board of Nursing (as the case may be)).
- 3.5.3 DEA Permit. Each Provider, where permitted by Applicable Law, maintains a Federal Drug Enforcement Agency (“DEA”) Controlled Substances Registration Certificate without restrictions (and all other narcotics and controlled substances registration numbers) and all state certifications required by Applicable Law to prescribe controlled substances pursuant to this Agreement.
- 3.5.4 Dispensing License. Provider, where permitted by Applicable Law, will maintain any dispensing or similar license or certification required to prescribe and/or dispense drugs to patients of the Health Center pursuant to Applicable Law.
- 3.5.5 Sanctioned Person. None of the Providers are and have never been a “Sanctioned Person” within the meaning of Section 1128(b) of the Social Security Act, and are not and have never been subject to any federal or state investigation which, if determined adversely with respect to such individual, would cause such individual to be a “Sanctioned Person.”
- 3.6 LGMG Appointment of Medical Director. LGMG will appoint a Physician employed by or contracted with LGMG to serve as the Medical Director for each Health Center. Such Medical Director may or may not be located on site at the Health Center, but will at all times be employed by or contracted with LGMG. The Medical Director will be responsible for patient care management, and will serve as the primary liaison with the Employer with

respect to the operation of the Health Center and shall perform all services required of the Medical Director in accordance with Applicable Law.

3.6.1 Duties of Medical Director. The Medical Director's duties shall include, but shall not be limited to, the following: (i) developing and overseeing utilization review, quality control, quality assurance, and quality improvement programs for use at the Health Center; (ii) serving as the primary liaison with specialist physicians to whom LGMG or Providers refer patients of the Health Center for specialty services which LGMG does not provide at the Health Center, and the Employer on matters regarding patient complaints, specialist referral authorizations, and quality of care provided at the Health Center; (iii) ensuring day-to-day management and supervision of the professional medical aspects of the medical practice conducted by LGMG and/or Providers at the Health Center; and (iv) staffing, recruiting, and credentialing and clinical supervision of non-physician licensed personnel.

3.7 Standards of Performance. LGMG represents and warrants that all services to be provided under this Agreement will be performed in a professional, competent and timely manner by appropriately qualified Providers in accordance with the provisions of this Agreement, consistent with professional medical quality and ethical standards prevailing in the community, and in accordance with Applicable Law.

3.8 Drugs and Medications. All Providers, duly qualified and licensed under Applicable Law, may prescribe and dispense pre-packaged prescription medicines and drugs to patients of the Health Centers, as such Providers deem medically necessary. LGMG may purchase, and Providers may dispense, prescription drugs, medications, and controlled substances, provided that all such drugs, medications, and controlled substances are purchased directly by LGMG, and provided that at all times the LGMG maintains custody of, and stores such prescription medications and drugs in accordance with Applicable Law. LGMG shall be responsible for all inventorying and reordering of such drugs or medications and applicable recordkeeping requirements. Those medicines and drugs to be dispensed at the Health Centers are listed in Exhibit A.

4. Management Services.

4.1 Management Services. LGMG shall provide management services for the Health Centers, including all administrative, clerical and support staff functions, and all other necessary or appropriate non-medical services relating to the operation of the Health Centers ("Management Services"), which shall include, without limitation, the following:

4.1.1 Scheduling. LGMG shall schedule the appointments for all Eligible Persons at the Health Centers during the hours of operation for such Health Center.

4.1.2 Policies. LGMG shall develop and implement written policies and procedures relative to the operation and management of the Health Centers. All policies and procedures related to clinical practice, quality assurance and similar issues affecting the practice of medicine at the Health Centers shall be developed solely by LGMG.

4.1.3 Informational Materials. The parties shall work together to prepare and each party shall approve, informational materials for distribution to Eligible Persons to promote the medical services and other services rendered at the Health Centers.

- 4.1.4 Laundry and Other Services. LGMG shall furnish or arrange for all laundry, linens, stationery, forms, medical and office supplies, postage, duplication services, printing services, routine medical waste disposal services, infectious medical waste disposal services, and any services of a similar nature which are reasonably necessary and appropriate for the day-to-day operation of the Health Center.
- 4.1.5 Bookkeeping and Accounting Services. LGMG shall provide the bookkeeping, accounting, and financial services, in accordance with generally acceptable accounting principles where applicable, necessary or appropriate for the efficient and proper operation of the Health Center, including, without limitation:
- 4.1.6 Eligible Person Encounter Documentation. As noted below in this Agreement, neither the Employer, LGMG, nor Provider shall bill any Eligible Person or cause any person or entity to bill an Eligible Person for services or supplies provided at the Health Centers. LGMG and the Employer will mutually agree upon reports to be provided by LGMG regarding utilization of the Health Centers. Such reports will be provided to the Employer's Plan Representative on a monthly basis, and within twenty (20) days after the end of each month.
- 4.1.7 Reports and Information. From time to time, as permitted by Applicable Law, including, but not limited to, HIPAA, LGMG shall provide upon request to the Employer's Plan Representative such other reports and information pertaining to operations of the Health Centers as may be reasonably requested by the Employer. Employer shall be responsible for informing Eligible Employees that any information collected by the Health Centers, including PHI, may be shared with Employer's Plan Representative.
- 4.1.8 Business Records Maintenance. LGMG shall be responsible for the maintenance, custody, supervision, privacy and security of all Business Records. Medical Records shall be maintained, supervised, and secured in accordance with Section 7, below.
- 4.1.9 Wellness Services. LGMG shall provide or arrange to provide for wellness services as mutually agreed by the Parties, which services shall be in addition to the services set forth in Exhibit A. If any of the wellness services includes any clinical or medical services or oversight, such services or oversight shall be performed by or under the direction of appropriately licensed personnel in accordance with Applicable Law. To the extent mutually agreed to by the Parties, wellness education may be provided at the Health Center or from other locations remotely, which may include, without limitation, wellness coaches or nurse educators providing the wellness services via telephone or secure video conferencing as permitted by Applicable Law.

5. Health Center Location, Equipment, Supplies, Software, Hardware, Drugs and Medications.

- 5.1 Health Center Location. The locations of the Health Centers are identified in Exhibit A.

- 5.2 Equipment. To the extent permitted by Applicable Law, LGMG shall procure and provide all medical and non-medical equipment, furnishings, and instruments (the “Equipment”) reasonably required in connection with the provision of services at the Health Centers.
- 5.3 Supplies. To the extent permitted by Applicable Law, LGMG shall procure and provide all medical and non-medical supplies (“Supplies”) that are reasonably required in connection with the provision of services to Eligible Persons at the Health Centers.
- 5.4 IT Equipment. LGMG shall procure, provide, maintain and repair any hardware, computers, monitors, and other electronic information communication and storage technology and related equipment (collectively, “IT Equipment”) required for operation of the Health Centers in a manner that fully complies with Applicable Laws and HIPAA security requirements. LGMG shall make available the software necessary to operate the electronic health record at the Health Centers. Title to the IT Equipment shall remain with LGMG.
- 5.5 Drugs and Medications. LGMG shall require Providers to prescribe and dispense prescription medicines and drugs to Eligible Persons accessing services at the Health Centers as Providers determine to be medically necessary and within the scope described in Exhibit A. To the extent allowed by Applicable Law, LGMG shall purchase, and Providers may dispense, prescription drugs, medications, provided that all such drugs, medications, are purchased directly by LGMG, and provided that at all times Providers maintain custody of, and stores such prescription medications and drugs in appropriately locked and secured cabinets or lockers located on the premises of the Health Center in accordance with Applicable Law. LGMG will cause Provider to comply with all Applicable Laws regarding the purchase, storage, handling and dispensing of drugs and medications.
6. Health Center Hours; Exclusive Use of Health Center; Referrals.
- 6.1 Hours of Operation and Call Coverage. LGMG shall require all Covered Services rendered at the Health Center pursuant to this Agreement to be provided during the hours of operation, and in accordance with call coverage, as set forth in Exhibit A for the Health Centers, which may be amended from time to time in writing by mutual agreement between the Parties. LGMG shall ensure that the Eligible Persons have access to the Providers during the hours of operation of the Health Centers and shall make commercially reasonable efforts to accommodate walk-in and non-scheduled appointments for Eligible Persons during the hours of operation of the Health Centers.
- 6.2 Exclusive Use of Health Centers by Eligible Persons. Only Eligible Persons shall be permitted to obtain services at the Health Centers. The Employer shall use commercially reasonable efforts to ensure that the Census provided to LGMG contains accurate information regarding the eligibility status of each individual listed. Prior to providing services to an individual at the Health Centers, LGMG shall request a form of identification from the individual and then check the most recently received Census to determine whether the individual is an Eligible Person. LGMG shall direct any questions regarding an individual’s eligibility to receive services at the Health Centers as an Eligible Person to the Employer’s Plan Representative or the Employer’s Plan Representative’s designee.
- 6.3 Referred Services. For purposes of this Section, “referral” shall mean the act by a Provider providing services at a Health Center of identifying another health care provider and

communicating information or a recommendation to a patient about that provider, as distinguished from a Provider exercising Provider's professional judgment with respect to the diagnosis or treatment of a patient. Providers providing services at the Health Centers shall exercise their professional judgment when referring patients for healthcare services. Neither LGMG nor the Employer will interfere with the professional judgment of the Providers at the Health Centers in making such referrals. The Employer acknowledges and agrees that LGMG will have no responsibility or liability with respect to services provided by such healthcare providers.

7. Medical Records.

- 7.1 Medical Records Maintenance and Ownership. Medical Records for all Health Center patients will be owned by LGMG or the patient in accordance with Applicable Law. The maintenance, custody, supervision, and security of Medical Records relating to the Eligible Persons receiving services at the Health Center shall be the responsibility LGMG. The Employer shall not interfere with maintenance, custody, supervision, and storage of such Medical Records. Upon termination of this Agreement, all Medical Records will remain the responsibility of LGMG. LGMG shall at all times comply with all Applicable Laws regarding the maintenance, use and/or disclosure of health information and shall cause Physicians to comply with all such Applicable Laws during and after the term hereof.
- 7.2 Confidentiality of Medical Records. Each Party shall hold all information relating to the Medical Records in accordance with Applicable Law, and each Party shall instruct its personnel, contractors and agents to keep confidential any information relating to Eligible Persons accessing services at the Health Centers. Each Party shall train its personnel to comply with all Applicable Laws relating to the confidentiality of such medical records, including, but not limited to, HIPAA.
- 7.3 Transfer of Medical Records. Upon the termination of this Agreement, a Provider employed by or under contract with LGMG that has rendered services to Eligible Persons at a Health Center may continue to provide services to such Eligible Persons and, at the direction of any such Eligible Person, LGMG shall transfer that Eligible Person's Medical Records to the new physician or provider assuming care of the Eligible Person upon receipt of a valid medical record transfer authorization received from the Eligible Person in accordance with Applicable Law.

8. PMPM Fees.

- 8.1 PMPM Fees. For the Term, LGMG agrees to provide the Covered Services described in Exhibit A for the PMPM Fees set forth in Exhibit A. Employer has committed to enroll no less than the following Eligible Persons on a monthly basis in the program for the Term as set forth in Exhibit A. Employer will pay the PMPM Fee to LGMG for at least this minimum number of Eligible Persons.
- 8.2 Provision of Census. No later than the third (3rd) business day of each calendar month, the Employer will provide LGMG with a Census for the applicable month to be used by LGMG for verifying eligibility of individuals seeking services at the Health Centers and for calculation of the payment due LGMG for that month.

- 8.3 Payment of PMPM Fees. No later than the tenth (10th) business day of each calendar month, the Employer will remit to LGMG the fees for the then-current calendar month based on the applicable PMPM Fee and the enrollment for that month.
- 8.4 No Billing of Eligible Persons. The Employer and LGMG acknowledge and agree that Eligible Persons shall not be charged any copayments or other amounts for services. LGMG and the Employer shall not, and LGMG shall cause Provider to not, bill any Eligible Persons or cause any person or entity to bill an Eligible Person for services provided under this Agreement.
- 8.5 Employer Self-Insured Plan. Employer acknowledges that it is fully aware of the potential tax consequences of providing Covered Services with no charge to an Eligible Person who is not covered by the Employer's Plan, and that it is fully responsible for any claims, demands, causes of action, suits, or causes of action arising therefrom.
9. Relationship of the Parties.
- 9.1 Independent Contractors. The Employer and LGMG are independent contractors to one another, and as such each Party will remain professionally and economically independent of the Party. LGMG and the Employer are not, and shall not be deemed to be, joint venturers, partners, or employees of each other. The Employer will not have any authority to bind LGMG and LGMG has no authority to bind the Employer. The Employer shall not materially interfere with the business operations of LGMG, nor otherwise control or direct the methods by which LGMG and its employees and contractors perform their duties and obligations arising hereunder, except as expressly provided herein.
- 9.2 No Withholding. LGMG acknowledges and agrees that the Employer will not withhold from the payments due to LGMG under this Agreement any sums for income tax, unemployment insurance, social security or any other withholding; and LGMG shall be solely responsible for the payment of same.
10. Confidentiality. The Parties expressly acknowledge that during the Term of this Agreement, each Party and its directors, officers, employees, and agents and such Party's respective affiliates and their respective directors, officers, employees, and agents (collectively, "Representatives"), may have access to trade secrets, proprietary information and confidential information regarding the transactions between the Parties, LGMG's business, the Employer's business and/or the activities of the Parties including, but not limited to, patient volumes, the names and identities of physicians and other healthcare professionals, ideas, know-how, technology, inventions, business plans, strategic plans, marketing plans, policies, processes, and methods of doing business, and other non-public information (the "Confidential Information"). For purposes of this Section 10, Confidential Information shall not include Protected Health Information, which shall be protected in accordance with Applicable Law. The Parties expressly agree that both during the Term and after the expiration or termination of this Agreement, each Party and its Representatives will hold any and all Confidential Information in strict confidence and will protect and preserve the confidential and proprietary nature of all Confidential Information with the same degree of care used by such Party to protect its own information of a like nature, and in all events using no less than reasonable care. Each Party agrees that it will not disclose Confidential Information to any of its Representatives unless such person has a bona fide need to know the information to facilitate the purpose of this Agreement or with respect to the internal operations of the Party, and provided that such person is informed of the Party's confidentiality obligations hereunder and agrees to obligations no less stringent than those contained herein. Each Party will be responsible for any breach of this

Agreement by any of its Representatives. Each Party will not disclose Confidential Information to any other third party without the express prior written consent of the other Party. The confidentiality agreement set forth in this Section will not apply to information that a Party demonstrates by contemporaneous written records (i) was publicly available at the time of disclosure by such Party or became publicly available other than as a result of any act or omission on the part of such Party; or (ii) was legally disclosed to such Party by a third party that owes no obligation of confidentiality to the other Party or its affiliates or to LGMG or its affiliates, as applicable, or (iii) is developed by a Party independently without reference to the Confidential Information. In the event a Party is requested or compelled by a court, state agency or other legal mechanism or entity to disclose a copy of this Agreement, any Confidential Information, or the results of the services performed under this, the Party receiving such request or order shall notify the non-receiving Party promptly upon receiving such request or order so as to allow the non-receiving Party to take such legal steps as the non-receiving Party deems necessary, in its sole discretion, to protect such information. Each Party shall comply with all Applicable Laws concerning confidentiality of all medical records. Each Party understands, acknowledges and agrees that in the event of a breach or threatened breach of the covenants contained in this Section by a Party, the other Party will suffer irreparable injury for which there may be no adequate remedy at law. Accordingly, such other Party shall therefore be entitled to immediate injunctive or equitable relief from the courts without the necessity of posting bond, and any enforcement of such rights shall not limit any other actions or remedies available to such other Party in law or at equity.

11. Termination.

11.1 Material Breach. In the event of a Party's material breach of a term of this Agreement, the non-breaching Party may terminate this Agreement to the extent such breach is not cured within thirty (30) days of receiving written notice from the non-breaching Party detailing the alleged breach and its intention to terminate this Agreement upon the expiration of such cure period.

11.2 Termination upon Legal Prohibitions of Relationship. In the event that any federal, state, or local law or regulation prohibits the relationship of the Parties as presently structured under this Agreement, the Parties will make a good faith effort to alter their relationship and modify this Agreement to the minimum extent necessary to comply with such law or regulation. If, after diligent good faith efforts by the Parties, the Parties are unable to mutually agree upon such modification within thirty (30) days of the commencement of such efforts, or if such modification is not legally possible, then either Party may terminate this Agreement upon written notice to the other Party.

11.3 Effect of Termination or Expiration of Agreement. The Parties will be subject to the terms and conditions set forth in this Section upon the termination or expiration of this Agreement.

11.3.1 Liabilities and Obligations upon Termination or Expiration of Agreement. Upon the effective date of the termination or expiration of this Agreement, LGMG and the Employer shall have no further obligations under this Agreement, except for the obligations set forth in Section 7 (Medical Records), Section 8 (PMPM Fees), Section 9 (Relationship of the Parties), Section 10 (Confidentiality), this Section 11.3 (Effect of Termination), Section 12 (Insurance), Section 13 (Indemnification), Section 14 (General Provisions), and any other provisions that, by their terms, are intended to survive the termination or expiration of this Agreement.

11.3.2 Return of Proprietary Property. During the Term, LGMG shall and the Employer may, at its sole option, prepare marketing or other proprietary information and materials relating to the Health Center, including, without limitation, information and materials useful in the delivery of the services rendered in accordance herewith for the benefit of the Employer. The preparing Party owns all rights to such information and materials, and upon termination or expiration of this Agreement, the non-preparing Party shall immediately discontinue the use of and shall promptly return and/or restore to the preparing Party all originals and copies in the non-preparing Party's possession of all of the preparing Party's property, including all of its information and materials, whether or not covered by copyright, service mark and trademark rights. Such information and materials may include, without limitation, its logo, systems, forms, form contracts, reports, policy manuals, marketing and public relations materials relating to the preparing Party or the management or operation of the Health Center.

11.3.3 Transfer of Data. To the extent that, upon termination or expiration of this Agreement, the Employer requests any data to be transferred from LGMG to the Employer, to a new provider, or to patients, the Employer shall pay the commercially reasonable costs for such data transfer.

12. Insurance. LGMG shall purchase and maintain all insurance required pursuant to and in accordance with this Section 12. All such insurance shall be with insurance companies licensed and authorized to conduct business in the Commonwealth of Pennsylvania and having a minimum rating of "A.M. Best" and a financial strength rating of at least VII or equivalent coverage through a self-insured mechanism.

12.1 General Liability Insurance. During the Term, LGMG, each at its sole cost and expense, will procure and maintain general liability insurance in limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, protecting such Party against claims for bodily injury and/or property damage..

12.2 Medical Professional Liability Insurance. During the Term, LGMG shall procure and maintain medical professional liability insurance covering the Providers and other employees providing services at the Health Center in the sum of not less than One Million Dollars (\$1,000,000) per incident, Three Million Dollars (\$3,000,000) annual aggregate or, in all cases such other higher amounts as may be required by Applicable Law. If LGMG procures "claims-made" professional liability insurance, upon any termination or expiration of such coverage, LGMG shall purchase one or more extended reporting endorsements (i.e., tail insurance) extending such professional liability insurance coverage indefinitely for claims brought at any time after the date of the termination or expiration of such original policy or coverage for services rendered during the Term.

12.3 Workers' Compensation Insurance. During the Term, LGMG, at its sole cost and expense, will procure and maintain in full force and effect workers' compensation coverage for its employees under the workers' compensation laws of the Commonwealth of Pennsylvania, and Employer's liability coverage limits shall be no less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) per employee for bodily injury or caused by disease, and One Million Dollars (\$1,000,000) aggregate.

13. Indemnification.

- 13.1 LGMG will indemnify, defend and hold harmless the Employer, and each of its directors, officers, owners, employees, agents and assigns, from and against any and all third party claims, actions, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Claims") directly arising out of or resulting from (a) Claims for personal injury, death or property damage directly caused by negligence or willful misconduct LGMG or its directors, officers, contractors, agents or employees; and (b) any material breach of the terms conditions of this Agreement.
- 13.2 The Employer will indemnify, defend and hold harmless LGMG and each of its affiliates and their directors, officers, and employees from and against (a) Claims for personal injury or death or property damage arising out of or resulting from the negligence or willful misconduct of the Employer or the Employer's employees; (b) Claims directly resulting from the structure, billing and collection of any and all taxes and fees, including, without limitation, billing and collection of fees from patients coverage under the Employer's Plan; (c) Claims resulting from the imposition of any excise or other taxes in connection with excess contributions to an Eligible Employee's or Eligible Dependent's health savings account; (d) Claims arising from any violation by any party of the provisions of ERISA; or (e) any material breach of the terms conditions of this Agreement; provided, however, that (x) nothing in this Agreement shall be considered as a waiver governmental immunity of the Employer, (y) the Employer does not waive any immunity or defense as a result of the execution of this Agreement and performance of the functions or obligations of the Employer described herein, and (z) nothing herein shall waive or amend any defense the Employer has under the Pennsylvania Political Subdivision Tort Claims Act.

14. General Provisions.

- 14.1 Incorporation. The background section of this Agreement and its Exhibits, all of which are incorporated into the body of this Agreement as if set forth herein in full, constitute a material part of this Agreement.
- 14.2 Subject Headings. The subject headings of the Sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.
- 14.3 Compliance with Law. Each Party agrees to comply with all Applicable Laws, including, without limitation, HIPAA, in the performance of its obligations hereunder and in connection with LGMG's management, use, occupancy and operation of, and services rendered at the Health Center. Nothing in this Agreement shall be construed to require a Party hereto to take any actions or disclose any information in violation of HIPAA or any other Applicable Law. Notwithstanding anything in this Agreement to the contrary, the Employer shall be solely responsible to comply with all the requirements of ERISA that are applicable to the Employer's Plan. Under no circumstances shall LGMG be deemed an administrator or fiduciary of the Employer's Plan.
- 14.4 Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the Parties and their respective successors and assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement.
- 14.5 Binding Agreement; Assignment; Subcontracting. This Agreement will be binding upon, and will inure to the benefit of, the Parties and their respective successors and assigns. No

Party may assign this Agreement without the prior written consent of the other Party, and any actions in contravention of this requirement shall be null and void; provided, however, that notwithstanding the foregoing, LGMG will have the right, with the Employer's prior written consent, to assign this Agreement, or its rights and duties under this Agreement to a company which owns a majority interest in LGMG, to an affiliate, or to a wholly-owned subsidiary corporation or company so long as LGMG enters into an agreement with such company that complies with HIPAA and remains bound by the terms of this Agreement notwithstanding any such assignment. Notwithstanding anything to the contrary contained herein, LGMG may subcontract with any affiliate of LGMG, for the performance of any of its obligations hereunder, provided, however, that LGMG shall remain responsible to the provision of all Services. Any assignment in contravention of this Section 14.5 shall be null and void.

- 14.6 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein, and this Agreement supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written, oral or otherwise, which relate to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement will be binding on the Parties unless provided in a writing executed by all of the Parties.
- 14.7 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and all disputes arising out of or in connection with this Agreement shall be litigated in the state and federal courts located within the Commonwealth of Pennsylvania.
- 14.8 No Waiver. A Party's waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or any other term or terms of this Agreement by the other Party.
- 14.9 Severability. If any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected and shall be fully enforced.
- 14.10 Notices. All notices or demands under this Agreement must be in writing and must be served personally, by overnight carrier or by registered or certified mail, return receipt requested, addressed to the other Party at its address set forth below or to such other address or addresses as one Party may provide to the other Party pursuant to this Section 14.10.

If to LGMG:

Lancaster General Medical Group
1030 New Holland Avenue
Building 12A, Suite 100
Lancaster, PA 17601

If to Employer:

Pequea Valley School District
166 S. New Holland Rd, PO Box 130
Kinzers, PA 17535

- 14.11 Authorization. Each of the Parties represents and warrants that it has all requisite power and authority, and has taken all corporate action necessary, to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement.
- 14.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same

instrument. Any counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

LANCASTER GENERAL MEDICAL GROUP EMPLOYER

By:_____

By:_____

Name:_____

Name:_____

Its:_____

Its:_____

Date:_____

Date:_____

EXHIBIT A

1. **Heath Center Services.** LGMG shall provide the following professional medical and health care services:

- a. Primary Care Services including:
 - Acute Illness Care
 - Annual Wellness Visits
 - Geriatric Care
 - Point of Care Lab Testing
 - Men's Health
 - Minor Procedures
 - Pediatric Care
 - Preventive Care for All Ages
 - Women's Health

- b. Preventive Health Services as follows:
 - weight loss
 - tobacco cessation
 - diabetes counseling
 - hypertension education
 - additional prevention services as mutually agreed to by the Parties.

- c. Physicals (e.g. pre-employment, sports for dependent children, and annual)

- d. Administration of Immunizations as follows (not including cost of vaccine):
 - Ages 0 through 6 years
 - Hepatitis B
 - Rotavirus
 - Diphtheria, Tetanus, and Pertussis
 - Haemophilus Influenza type b
 - Pneumococcal
 - Inactivated Poliovirus
 - Influenza
 - Measles, Mumps, Rubella
 - Varicella
 - Hepatitis A
 - Meningococcal

 - Ages 7 through Adult
 - Diphtheria, Tetanus, and Pertussis
 - Human Papillomavirus
 - Meningococcal
 - Influenza
 - Pneumococcal

- Hepatitis A
 - Hepatitis B
 - Inactivated Poliovirus
 - Measles, Mumps, Rubella
 - Varicella
- e. Lab draws and electrocardiograms performed in office. Membership fee does not include fee from Lancaster General Hospital for processing and testing lab draws, and from the Heart Group for professional reading of the electrocardiograms.
- f. Care coordination for Eligible Persons with moderate to high health risks
- g. Clinical navigation services for coordination of expanded off-site care
- h. Wellness Services as follows:
- Health Risk Assessment / Biometric Screenings
 - Education presentations, challenges, learning stations.
2. **Medication Formulary.** The following pharmaceuticals shall be made available at the Health Centers:

Medication	Medical Use
Pantoprazole	Acid Reflux
Amoxicillin	Antibiotic
Amoxicillin-Clavulanate	Antibiotic
Azithromycin	Antibiotic
Cephalexin	Antibiotic
Ciprofloxacin	Antibiotic
Doxycycline	Antibiotic
Levofloxacin	Antibiotic
Nitrofurantoin	Antibiotic
Sulfamethoxazole/Trimethoprim	Antibiotic
Fluconazole	Antifungal
Diphenhydramine	Antihistamine
Loratadine	Antihistamine
Dicyclomine	Antispasmodic (abdomen)
Ventolin	Asthma/Breathing
Benzonatate	Cough Medicine
Meclizine	Dizziness/motion sickness
Cyclobenzaprine	Muscle relaxer
Fluticasone	Nasal Steroid/Allergies
Ibuprofen	NSAID
Meloxicam	NSAID
Naproxen	NSAID
Prednisone	Steroid
Vitamin D	Supplement

3. **Health Center Staff**

- a. Midlevel Provider (Physician Assistant or Nurse Practitioner)
- b. Certified Medical Assistant / LPN

4. **Hours of Operation.**

<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
<u>TBD</u>	<u>7:30am-4:30pm</u>	<u>9:00am-6:00pm</u>	<u>7:30am-4:30pm</u>	<u>7:30am-4:30pm</u>	<u>7:30am-2:00pm</u>	<u>TBD</u>

Hours may be adjusted by LGMG based on the needs of the Health Centers. The Health Centers will be closed on all major holidays.

5. **Health Center Locations.**

- i. Penn Medicine HealthWorks Queen St; 100 N Queen St, Suite 200, Lancaster, PA 17603
- ii. Rock Medical; 201 Rock Lititz Blvd. Suite 14, Lititz, PA 17543
- iii. Penn Medicine HealthWorks Messick's; 1475 Strickler Rd., Mount Joy, PA 17552
- iv. Penn Medicine HealthWorks Willow Lakes; 222 Willow Valley Lakes Dr, Suite 400, Willow Street, PA 17584
- v. Penn Medicine HealthWorks Moravian Manor; 300 W. Lemon St., Lititz, PA 17543
- vi. Any future non-exclusive Penn Medicine HealthWorks Health Center location(s)

6. **PMPM Fees.** Employer shall pay LGMG the following PMPM Fees in exchange for the Covered Services:

7.

PPO Plan (Non-High Deductible Health Plan)	High Deductible Health Plan with HSA (Annual Deductible Satisfied)	High Deductible Health Plan with HSA (Annual Deductible Not Satisfied)
<ul style="list-style-type: none"> \$70 per adult. \$39 per child. 	<ul style="list-style-type: none"> \$70 per adult. \$39 per child. 	<ul style="list-style-type: none"> \$49 per adult \$29 per child * Member is responsible for a fee of \$49 per acute care/sick visit to a Health Center until his/her deductible has been met.

8. **Schedule of Minimum Number of Eligible Persons by Month:**

Month 1 based on "Commencement Date"

Months 1-6 = 50 eligible persons

Months 7-12 = 75 eligible persons

Months 13-24 = 100 eligible persons