

## SERVICES AGREEMENT

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THIS SERVICES AGREEMENT (the “Agreement”), made this 29th day of June, 2026, is by and between Penn Medicine Lancaster General Health (“PMLGH”), a Pennsylvania non-profit corporation and Conestoga Valley School District (“Employer”).

### BACKGROUND

- A. PMLGH is an acute care hospital engaged in the delivery of a wide range of health care services;
- B. Employer desires to engage PMLGH to provide certain employee wellness services to Employer and its employees in accordance with the terms and conditions contained in this Agreement; and
- C. PMLGH desires to provide such services to Employer in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual promises set forth herein, the parties, intending to be legally bound, agree as follows:

#### 1. **PMLGH Obligations**

- 1.1 **Services.** Employer hereby retains PMLGH to provide certain employee wellness services (the “Services”), as more fully described in Exhibit A, attached hereto and incorporated by reference. Employer shall maintain sole responsibility for the design, structure, implementation, and administration of Employer’s wellness program. Employer is responsible for ensuring its wellness program complies with all applicable federal and state laws and regulations.
- 1.2 **Qualifications.** PMLGH warrants that all Services performed under this Agreement will be performed in a professional and competent manner and by qualified individuals who possess the knowledge and skills necessary to perform the Services.
- 1.3 **PMLGH Representations**
  - A. PMLGH certifies that it, its parent entities and/or subsidiaries, and any of its employees, including the personnel who will perform the Services pursuant to this Agreement are not currently and have never been suspended from participation in or subjected to any type of criminal or civil sanction, fine, civil monetary penalty, debarment, or other penalty by any private or public health insurance program, including Medicare, Medicaid, Tricare, or any other federal or state health insurance program.

- B. PMLGH certifies that it, its parent entities and/or subsidiaries, and any of its employees, including the personnel who will perform the Services pursuant to this Agreement are not bound by any agreement or arrangement which would preclude PMLGH or any of PMLGH's personnel from entering into or fully performing the Services.
2. **Independent Contractor.** The parties acknowledge that PMLGH and its employees and personnel are independent contractors of Employer. In no event will PMLGH or any of its employees or personnel be deemed a joint venturer, partner, employee, or agent of Employer by virtue of this Agreement. Employer has no control over the manner or method by which PMLGH meets its obligations under this Agreement, provided, that the Services will be performed in a competent and efficient manner and in accordance with current professional standards. Employer will not withhold any monies for income tax, Social Security, unemployment insurance, or any other employee withholding nor will Employer offer PMLGH or its employees or personnel any employee benefits, including, without limitation, pension benefits, workers' compensation coverage, and death and disability insurance. PMLGH and its employees and personnel will be responsible for all employment related withholdings and benefits.
3. **Term and Termination**
- 3.1 **Term.** The initial term of this Agreement shall commence on August 1, 2026, and continue through July 31, 2027.
- 3.2 **Termination for Breach.** Either PMLGH or Employer may terminate this Agreement due to a material breach of any term or provision of this Agreement by the other party upon written notice of such breach to the breaching party, and the failure of the breaching party to cure such breach within thirty (30) days of receiving such written notice. However, if such breach is of such character as to reasonably require more than thirty (30) days to cure, this Agreement may only be terminated if the breaching party fails to commence action within such thirty (30) days or, after commencing corrective action, fails to use reasonable diligence to cure the breach.
- 3.3 **Termination Without Cause.** Either party may terminate this Agreement without cause, at any time, by providing the other party with thirty (30) days' prior written notice. If Employer is paying incrementally for any services, such as a per month rate, they will be required to pay the remaining balance to PMLGH before the end of the initial agreement term.
4. **Confidentiality Provisions.** PMLGH, during the course of its engagement pursuant to this Agreement, will acquire information concerning Employer's finances, business practices, physical and employee information, including employee health information, and similar matters (collectively, the "Confidential Information"). PMLGH may not at any time, for any reason, with or without cause, directly or indirectly, use for any purpose or disclose or distribute to any person, corporation, partnership, sole proprietorship, governmental agency, organization, joint venture, or other entity any of the Confidential Information. PMLGH agrees to keep employee health information secure and private in accordance with the applicable provisions of the Health

Insurance Portability and Accountability Act of 1996. PMLGH shall not disclose any employee health information obtained during the employee wellness program to Employer, except that PMLGH may provide Employer with participant demographic information to allow Employer to administer the incentive portion of the employee wellness program.

5. **Payment Terms.** In consideration of the Services provided by PMLGH, Employer agrees to the payment terms described in Exhibit A, attached hereto and incorporated by reference.
6. **Insurance.** PMLGH shall maintain at all times, and at its expense, the following types and minimum amounts of liability insurance:
  - A. Professional liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 aggregate for any PMLGH employee providing the Services;
  - B. Commercial automobile liability insurance in the minimum amount of \$1,000,000 per occurrence on vehicles owned, leased, or rented by PMLGH while performing the Services;
  - C. Commercial general liability insurance, including personal injury blanket contractual liability and broad form property damage, with minimum limits of \$1,000,000 per claim or occurrence and \$3,000,000 annual aggregate; and
  - D. Workers' Compensation insurance at statutory limits for each person assigned by PMLGH under this Agreement, including Employer's Liability limits of not less than \$100,000 per occurrence and \$500,000 aggregate.
7. **Indemnification**
  - 7.1 PMLGH agrees to indemnify, defend, and hold harmless Employer (and its parents, officers, trustees, members, stockholders, subsidiaries, affiliates, and agents) from and against any liability, claim, action, loss, cost, damage, or expense incurred or suffered by Employer, directly or indirectly, arising out of a breach of this Agreement or the negligent or intentional acts or omissions of PMLGH or its employees or agents.
  - 7.2 Employer agrees to indemnify, defend, and hold harmless PMLGH (and its parents, officers, directors, members, stockholders, subsidiaries, affiliates, and agents) from and against any liability, claim, action, loss, cost, damage, or expense incurred or suffered by PMLGH, directly or indirectly, arising out of a breach of this Agreement or the negligent or intentional acts or omissions of Employer or its employees or agents.
8. **Notices.** Any notice required to be given pursuant to this Agreement shall be in writing, addressed to each party at the addresses noted below. Notices will be deemed to have been received upon: (i) actual receipt; (ii) one (1) business day after being sent by overnight courier service; or (iii) three (3) business days after mailing by first class mail, whichever occurs first.

If to PMLGH:

With a Copy to:

Lancaster General Hospital  
555 N. Duke Street  
P.O. Box 3555  
Lancaster, PA 17604-3555  
Attn: Wellness Center

General Counsel  
Lancaster General Health  
555 N. Duke Street  
P.O. Box 3555  
Lancaster, PA 17604-3555

If to Employer:

Conestoga Valley School District  
502 Mt. Sidney Road  
Lancaster, PA 17602

9. **Miscellaneous – Added Eligibility File Clause**

- 9.1 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.
- 9.2 Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.
- 9.3 Force Majeure. Neither party shall be liable or deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, disasters, strikes, or any similar cause beyond the control of either party.
- 9.4 Severability. In the event any part or parts of this Agreement are held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
- 9.5 Modification or Termination Upon Advice of Counsel. If, at any time, either party reasonably believes in good faith based upon the advice of reputable health care counsel that this Agreement or the performance of that party of any of its obligations under this Agreement violates any material law or regulation, state or federal, presents a substantial risk of the loss or restriction of that party's license, tax exemption, or right to participate in Medicare, Medicaid, or any other governmental program, or presents a substantial risk of causing debt issued by that party that was tax-exempt when originally issued to become subject to federal or state income tax, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement, in a manner that attempts to retain as much as possible the economic arrangements originally contemplated by the parties without violating any applicable legal, tax, or

reimbursement requirements. If the parties are unable to reach an agreement concerning the modification of this Agreement within sixty (60) days after the date of the notice seeking renegotiation (or sooner, if required by law), then either party may terminate this Agreement by written notice to the other party.

- 9.6 Assignment. This Agreement may only be assigned by either party upon the express written consent of the other party.
- 9.7 Amendments. This Agreement may not be modified in any respect other than by a written instrument signed by both parties.
- 9.8 Entire Agreement. This Agreement supersedes any previous agreements between the parties and constitutes the entire agreement between the parties. Both parties acknowledge that any statements or documents not specifically referenced and made a part of this Agreement shall have no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

LANCASTER GENERAL HOSPITAL

Conestoga Valley School District

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

## Agreed Upon Services

### STANDARD LG HEALTH SERVICES

#### I. Description of Services

##### Health Awareness

- Onsite health screenings with cotinine testing & screening form management
- Nurse outreach calls for participants with at-risk screening values
- Flu Shots

##### Program Management

- Communication & customer service support
- Data analytics, incentive management & reporting

##### Education & Engagement Programs

- WellRight: a mobile & web-based well-being portal with well-being assessment, health trackers, individual and group challenges and university courses
- Penn Medicine LG Health (LGH): Onsite & virtual wellness education programs
- Monthly Wellness Wisdom Newsletter

#### II. Pricing of Services

| Proposed Service(s)                           | Cost   | Per                          |
|-----------------------------------------------|--------|------------------------------|
| Biometric Screening (25 person Minimum)       | \$65   | Per Person charged per event |
| Provider Screening Form                       | \$15   | Per Form charged per month   |
| Lab Voucher (LGH Lab, Off-site, or Quest)     | \$65   | Per Form charged per month   |
| Wellness Portal + Online Health Assessment    | \$7    | Per Person charged per month |
| Flu Shots (On-Site Clinic, 25 person minimum) | Varies | Per Person charged per event |

#### III. Optional Add-Ons

- a. Empty Seat Fee: **\$65** fee applied for each participant below our 25-person minimum
- b. Presentations: **\$200** (1 hour limit), **\$150** for screening clients
- c. Learning Stations: **\$80** per hour
- d. Chair Massage: **\$100** per hour/provider