

Concierge Practice Patients Agreement

The Concierge Practice Patients Agreement (the “Agreement”) is made and entered into effective as of the **4th day of May, 2026**, (the “Effective Date”) by and among **NATHANIEL FRANLEY, M.D.** (the “Physician”), **PEAK PERFORMANCE SPORTS AND FAMILY MEDICINE LLC**, a Pennsylvania Professional Limited Liability Company (“Practice”), and **Buckeye Local School District**.

In consideration of the mutual promises and undertakings set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Practice, through its Physician, agrees to provide Patients with the Program Services described in the Agreement on the terms and conditions set forth below.

1. Patients Information. For purposes of this Agreement, the term “Patients” shall mean and include any employee and their immediate family members of the **Buckeye Local School District**

2. Services and Term. In consideration of the Membership Fee, the Practice agrees to provide Patients with the following service amenities (the “Program Services”) **for a period of one year** from the date of the Agreement’s Effective Date: Direct Primary Care to all employee and their dependents of **Buckeye Local School District**. Same day or next day appointments; (b) Virtual visits utilizing face-time, Zoom, Microsoft Teams, Skype or other similar media; (c) After hours direct communication with Physician via Physician’s cell phone through voice calls, text messaging and email access during Practice hours when Physician is not providing services to other patients; (d) Ability of Physician to provide visits at Patients homes that are located within 15 miles of the Practice, when deemed appropriate at Physician’s discretion; (e) Coordination of specialist referrals; and (f) Courtesy hospital visits at local hospitals.

3. Membership Fees, Payments and Office Space. (a) Annual Membership Fee. The membership fee for the Program Services shall be calculated based on the number of patients enumerated on an enrollment list provided by the **Buckeye Local School District** every May 4th but the final annual enrollment list will be confirmed and reconciled based on the number of enrolled Patients identified by **Buckeye Local School District** every May 4th. The Annual Membership Fee shall be calculated at the rate specified in the separate pricing table. Unless the Agreement is not renewed, **Buckeye Local School District** will be billed for the Membership Fee for each Renewal Year prior to the beginning of each Renewal Year and **Buckeye Local School District** agrees to pay the full invoiced Membership Fee within 30 days after the date of invoice.

If this Agreement is held to be invalid for any reason and if the Practice is therefore required to refund all or any portion of the Membership Fee paid **Buckeye Local School District** agrees to pay the Practice an amount equal to the reasonable value of the Program Services actually rendered to Patients during the period of time prior to when the refund is made. But in no event shall the payment be greater than the refunded amount.

Buckeye Local School District shall provide the Practice with a dedicated office space within **Buckeye Local School District** that is appropriately sized, configured and equipped to enable the Physician and the Practice to provide on-site direct primary care to the Patients. No rent, utilities, taxes or common area maintenance fees shall be charged to the Practice for the dedicated office space within the **Buckeye Local School District**. The Practice shall provide its own liability and workers' compensation insurance. The Practice shall indemnify and hold harmless **Buckeye Local School District** from any claims or suits brought by Patients or third parties for negligent acts committed by the Physician or Practice.

4. Health Care Services Excluded from Membership Fee. The Membership Fee and Visit Fee cover the cost of the Program Services. However, Membership Fee does not cover the cost of any health care services covered by health insurance. Neither Physician nor Practice makes any representations whatsoever that any fees paid under this Agreement are covered by Patients' health insurance or other third-party payment plans applicable to the Patients. Nothing in this Agreement Supersedes or modifies the terms or conditions of any agreements related to your health insurance. Patients acknowledge that they are financially responsible for any health care services received that are not covered by the Patients' insurance.

5. Insurance or other Medical Coverage. Patients enrolled by **Buckeye Local School District** acknowledge and understand that this Agreement is not an insurance plan and is not a substitute for health insurance or other health plan coverage.

6. Designated Physician. Program Services will be personally provided by the Physician and staff of the Practice in accordance with the Agreement. Patients upon admission to the Practice shall acknowledge that Physician may not be available from time to time and may designate, on a temporary basis, during his unavailability, an equally qualified covering physician or other licensed medical professional who will be allowed access to Patients' medical history and course of care to attend to Patients' medical care needs. Additionally, Patients will acknowledge that the Practice will provide Program Services to Patients and schedule appointments on a first-come, first-serve basis unless, in the Physician's sole discretion, a Patients presents with a medical condition that dictates otherwise.

7. Term and Termination. Unless earlier terminated as set forth below, the initial term of the Agreement shall be for one year, commencing on the Effective Date and terminating on the day following the first anniversary of the Effective Date (the "Initial Year"). Thereafter, the Agreement may be renewed by **Buckeye Local School District** for successive one-year periods (each, a "renewal Year"). Either party may decline to renew the agreement upon the written notification to

the other party not less than sixty (60) days prior to the expiration of the Initial Year or the Renewal Year, as applicable. The Agreement may be terminated as follows:

(a) **Buckeye Local School District** may terminate this Agreement at any time upon thirty (30) days prior written notice to the Practice. **Buckeye Local School District** will not be entitled to a refund of Membership Fee or a portion thereof, except as provided in Section 7(c)(ii) below and Section 11.

(b) **Buckeye Local School District** may terminate this Agreement immediately upon their inability to travel to the Practice for health reasons and/or the Patients moves to a new locality outside the area of the Practice and Physician.

(c) Practice may terminate this Agreement, at any time upon: (i) The occurrence of a **Buckeye Local School District** breach of the Agreement if such breach is not cured within 10 days; or (ii) 30 days prior written notice to the **Buckeye Local School District**, with or without cause, related to the Patients-physician relationship or any other non-contract related issue; in such case, **Buckeye Local School District** will be entitled to a refund of a prorated portion of the Membership Fee paid for the year in which termination becomes effective.

(d) This Agreement automatically terminates upon the dissolution of the other Party.

8. Communications. Unless advised otherwise in writing, Patients upon admission to the Practice will authorize the Physician and Practice staff and designees to communicate with Patients by Electronic Communication regarding Patients' protected health information ("PHI" as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) via Patients' cell phone and/or email address provided upon visit to the Practice. Additionally, Patients will be able to communicate with the Practice via email regarding test results or any other non-urgent medical issues. Email response will typically be within 24 hours and no later than within 2 business days. Electronic Communication includes but is not limited to email, text (SMS, MMS, Instant Messaging), and audio or video conference chat. Patients acknowledge and agree that:

(a) Electronic Communication may not be a secure medium for sending or receiving PHI;

(b) Although Physician and Practice staff will make reasonable efforts to keep Electronic Communication with Patients confidential and secure, Patients understand that they cannot assure or guarantee the confidentiality of Electronic Communication;

(c) At the discretion of Physician, Electronic Communication may be made a part of Patients' permanent medical records.

(d) Patients will not use Electronic Communication for communications regarding emergency and/or urgent medical problems, or other time-sensitive issues. In the event of an emergency, or a situation in which the Patients could reasonably expect to develop into

an emergency, Patients shall call 911 or proceed to the nearest emergency facility and follow the directions of emergency personnel.

(e) Patients will not use Electronic Communication for communications regarding sensitive personal information. In such cases Patients will call the designated phone number to communicate with Physician or her designee(s).

(f) If Patients does not receive a response to Patients' Electronic Communication message within the time frame specified in the Agreement (typically one business day, unless Patients indicates in the Electronic Communication that longer or shorter time-frame is desired), Patients will use another means of communication to contact Physician or appropriate representative; and

(g) Neither Physician nor any of Practice's agents, consultants or representatives will be liable to Patients for any loss, damage, cost, injury or expense caused by, or resulting from: (1) a delay in response to Patients due to technical failures, including but not limited to, technical failures attributable to internet service provider, power outages, failure of electronic messaging software, failure by Physician, or any of Practice's agents, consultants or representatives to properly address Electronic Communication messages, failure of computers or computer network, or faulty telephone or cable data transmission; (2) any interception of Electronic Communication by a third party; or (3) Patients's failure to comply with the guidelines regarding use of Electronic Communication set forth in this Section.

9. Independent Medical Judgment. Notwithstanding anything to the contrary contained in this Agreement, Physician retains full and free discretion to, and the Physician shall exercise his/her best professional medical judgment on behalf of Patients with respect to medical services rendered to Patients. Nothing in this Agreement shall be deemed or construed to influence, limit or affect a physician's independent medical judgment with respect to provision of medical services to Patients by Physician or Practice.

10. Terms of Usage. Practice may designate, from time to time, certain Terms of Usage for the **Buckeye Local School District** and Patients as a supplement to this Agreement by providing written notice to Patients of such terms. In the event Practice designates any Terms of Usage, such terms shall control over conflicting terms in this Agreement.

11. Change of Law. If there is a change in any state or federal law, regulation, rule or interpretation thereof which affects this Agreement or the activities of either party under this Agreement, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within thirty (30) days after the date of the notice seeking renegotiation, then either

party may terminate this Agreement by written notice to the other party; in such case **Buckeye Local School District** will be entitled to a refund of prorated portion of the Membership Fee paid for the year in which termination becomes effective.

12. Severability. If any provision of the Agreement is declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of the Agreement will remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

13. Notice. Any communication required or permitted to be sent under this Agreement (other than communications referenced in Section 8 relating to Patients' PHI) will be in writing and sent via facsimile, recognized overnight courier, or certified mail, return receipt requested, to the addresses set forth below:

IF TO THE Buckeye Local School District:

3436 Edgewood Drive

Ashtabula, OH 44004

(440) 998-4411

(440) 992-8369 (Fax)

IF TO THE PRACTICE:

**Peak Performance Sports and Family Medicine LLC, Attn: Nathaniel
Franley, M.D. 6023 West Ridge Road, Erie, PA 16506;**

Fax #: 814-923-4998

Any change in address will be communicated to the Parties in accordance with the provisions of this Section 13.

14. Amendment. The Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings between the Parties regarding the subject matter hereof. The Agreement may only be amended by a written agreement signed by the Parties. Notwithstanding the foregoing, the Practice may amend this Agreement to the extent required by federal, state or local law, rule or regulation by sending the **Buckeye Local School District** thirty (30) days advanced written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by the Practice except that the **Buckeye Local School District** shall initial any such change at the Practice's request.

15. Assignment. The parties may not assign the Agreement to another individual or entity without written consent of the other party.

16. Legal Significance. The parties acknowledge that this Agreement is a legal document and creates certain rights and responsibilities. Parties also acknowledge having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of this Agreement.

17. Governing Law; Arbitration. This Agreement shall be governed and interpreted in accordance with, and the rights of the parties shall be determined by, the laws of the State of Pennsylvania, without regard to conflicts of laws principles. The parties intentionally and voluntarily waive any right to a trial by jury in any matter arising out of this Agreement. Any dispute between the **Buckeye Local School District** and Physician and or Practice or their respective affiliates and agents arising under or relating to this Agreement shall be resolved exclusively by binding arbitration in Erie County, Pennsylvania, before a neutral arbitrator, under the auspices of the American Arbitration Association, in accordance with the Expedited Rules and Procedures for Commercial Arbitration in effect at the time of arbitration. Any award rendered pursuant to such arbitration shall be final and binding upon the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over parties. Each party shall bear its own costs and attorneys' fees in connection with any such arbitration.

18. Waiver. The failure of a party to insist upon strict adherence to or performance of any term of the Agreement on any occasion will not be considered a waiver of the right to require adherence on any other occasion or regarding any other matter.

19. Miscellaneous. This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

20. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral and/or written understandings and agreements regarding the subject matter of this Agreement subject to any Terms of Usage designated by Practice as set forth in Section 10.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Concierge Practice Patients Agreement, to be effective as the Effective Date set forth in the first paragraph of this Agreement:

PEAK PERFORMANCE SPORTS AND FAMILY MEDICINE LLC

By: _____

Nathaniel Franley, MD, President

Date: _____

Buckeye Local School District

By: _____

Name: _____

Date: _____