PROFESSIONAL MEDICAL SERVICES AGREEMENT

THIS PROFESSIONAL MEDICAL SERVICES AGREEMENT ("**Agreement**") is effective as of July 1, 2026 ("**Effective Date**") by and between **Wallkill Central School District** ("**School**") and **Nuvance Health Medical Practice, P.C.** ("**Contractor**"). School and Contractor are each individually a "**Party**" and together the "**Parties**."

RECITALS

A. School wishes to engage Contractor as an independent contractor for the purpose of completing certain specified tasks on the terms and conditions set forth below; and

B. Contractor wishes to provide such services in accordance with the terms of this Agreement.

IT IS THEREFORE AGREED:

1. SERVICES

A. Engagement. School engages Contractor during the Engagement Period (as defined in Section 5.A below) to provide professional health care services to School as described on **Exhibit A** attached hereto and made a part hereof (collectively, the "**Services**"), at locations designated by School. School and Contractor will agree in advance upon a mutually acceptable schedule for Contractor's services to School.

B. Service Standards. Contractor agrees to perform such Services through those of its employed or contracted professionals licensed to provide the Services in the State where the School is located ("**Professionals**"). Contractor shall provide the Services in accordance with currently approved and accepted methods and practices in the applicable health profession(s). Contractor further agrees to provide the Services in a professional, timely and competent manner, and to comply with all applicable procedures and policies of School that apply to the Services and that School provides to Contractor in writing.

C. Supplies. Contractor shall furnish all supplies, tools, equipment, and related expendables necessary or appropriate to provide the Services. Except to the extent otherwise specifically provided on Exhibit A, School shall furnish adequate facilities necessary or appropriate for Contractor and Professionals to provide the Services.

2. QUALIFICATIONS OF PROFESSIONALS. As a condition of this Agreement, Contractor shall ensure at all times during the Engagement Period that Contractor and the Professionals, as applicable, meet all requirements of the State of New York or the State of Connecticut (as applicable), or other regulatory entity for licensing, certification or credentialing necessary to provide the Services.

3. REPORTS AND RECORDS. Contractor shall cause its Professionals to promptly prepare and file with School's records department true, accurate, and complete written reports of all examinations, procedures, and other professional services performed by Professional hereunder. Contractor shall timely prepare and file such additional or supplementary reports as School may request from time to time and be prepared to analyze and interpret such reports upon the request of School. The ownership and right of control of all reports, records, and supporting documents prepared in connection with providing the Services shall vest exclusively in School; provided, however, that Contractor shall have the right to access and copy such reports, records, and supporting documentation for Contractor's own operations and compliance requirements or as permitted by applicable law and School's policies. School shall provide all student records and information in School' possession as requested by Contractor to provide the Services.

4. COMPENSATION AND PAYMENT

A. Compensation. As compensation for the Services, School agrees to pay Contractor the amounts and in the manner set forth on **Exhibit B** attached hereto and made a part hereof. The compensation set forth on **Exhibit B** is fixed for the initial twelve (12) months of the Engagement Period or as otherwise specified on **Exhibit B**.

B. Invoice Procedures. In the event **Exhibit B** specifies that Contractor shall submit invoices to School for payment, all invoices are to be submitted to the address set forth below for notice to School. School will pay a properly submitted and undisputed itemized invoice, supported by all relevant receipts, within thirty (30) days of receipt. Invoices must include a brief description of the Services performed and the time expended by Contractor in performing the Services. Invoices not paid when due shall bear interest, accruing from the date payment was due until the date such invoice is paid in full, at rate of ten percent (10%) per annum.

5. ENGAGEMENT PERIOD AND TERMINATION

A. Engagement Period. For purposes of this Agreement, "**Engagement Period**" means the period beginning on the Effective Date that will continue for a term of one (1) year. Either party may terminate this Agreement at any time upon at least thirty (30) days' prior written notice to the other party

B. Obligations on Termination. Upon termination of the Engagement Period: (i) Contractor will terminate all Services in progress in an orderly manner as soon as practical and in accordance with a schedule agreed to by School, unless School specifies in the notice of termination that Services in progress should be completed; (ii) Contractor will promptly (not later than ten (10) days after the effective date of termination) deliver to School all work product, official educational records, and any equipment and/or materials of any type belonging to School; (iii) School will pay Contractor for all Services performed on or prior to the effective date of termination, with payment being due the earlier of the applicable due date(s) or thirty (30) days after the effective date of termination; and (iv) Contractor will promptly refund to School a pro-rated portion of monies (if any) paid by School in advance for Services that Contractor did not render. Termination of this Agreement will not relieve the Parties of any applicable obligation or

liability under this Agreement, nor will it affect or impair the rights of a Party arising prior to such termination.

6. CONFIDENTIALITY

A. Legal Protections. Each Party, to the extent required by the applicable statutory and regulatory regime, expressly agrees to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), Title II, Subtitle F "Administrative Simplification" of the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder (collectively, "HIPAA"), and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), each as may be amended from time to time, in all respects, including the implementation of all necessary safeguards to restrict use and disclosure of protected health information by either Party, its employees, contractors, or agents.

B. Exclusive Purposes for which Student Data Will Be Used. Use of student data under this Agreement will be limited to that necessary for Contractor to perform the Services. Such Services may include, but are not limited to, the necessary review of student educational records.

C. Protective Measures Regarding Third Parties. Contractor will ensure that any subcontractor or other person or entity with whom Contractor shares student data is directed to consult the Parents' Bill of Rights for Data Privacy and Security posted on School website and as School provides to Contractor in writing.

D. Parental Challenge to Accuracy of Data. In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by Contractor, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the school records, in accordance with School's Student Records Policy.

7. INSURANCE.

A. Insurance. Contractor at its sole expense, shall procure and maintain insurance policies through carrier-issued insurance and/or self-insurance (including, without limitation, commercial general liability insurance with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate; professional liability (medical malpractice) insurance with limits not less than $1,000,000 per claim/$3,000,000 aggregate; excess insurance with limits not less than $1,000,000 each occurrence and aggregate; if any automobile owned, leased or rented by Contractor will be used in the course of performing of Contractor's obligations under this Agreement, automobile insurance with not less than $1,000,000 combined single limit per accident for bodily injury and property damage; and statutory workers' compensation insurance) to cover Contractor against claims that may arise from Services performed by Contractor under this Agreement. The foregoing required minimum insurance limits may be satisfied by applicable Excess or Umbrella Liability coverage. Upon request, Contractor will provide School with certificates of insurance. If any of Contractor's insurance policies are written on a claims-made basis, Contractor must maintain the coverage in force for a period of at least three (3) years following the termination of this Agreement or obtain an extended reporting endorsement (aka "tail coverage") for an equivalent or greater period of time.

B. Policy Requirements. The carrier-issued excess liability insurance policy maintained by Contractor shall:

i. be issued by an A.M. Best-rated of not less than "A" Size IX "secure" insurer, licensed or otherwise eligible to issue insurance policies in the State of New York or the State of Connecticut, as applicable (based on the location of the School), a captive insurer and/or an actuarially-sound program of self-insurance; and

ii. state that Contractor's coverage is primary and non-contributory coverage for School, its Board, employees, and volunteers.

8. INDEMNITY. Each Party agrees to assume all risks of liability for and hereby agrees to indemnify, defend and hold harmless, and hereby releases, the other Party and its officers, trustees/directors, medical staff members, agents, servants, employees, and volunteers (collectively, "Protected Parties") from and against any and all liability, losses, injuries, damages, claims, demand, suits, and fees, including reasonable attorney's fees, costs or judgments (each a "Claim") that may arise out of (a) a violation by such Party of any state, federal, or local law, rule or regulation, which violation results in bodily injury, physical or actual damages, and/or the imposition of a fine, penalty or other charge, (b) the breach of this Agreement by such Party, or (c) the negligence or willful misconduct of such Party. The Party seeking indemnification under this Section 8 will: (i) promptly notify the other Party in writing of any such Claim; (ii) cooperate with the other Party and its legal representatives in the investigation and defense of any such Claim, at the other Party's expense; and (iii) not settle or compromise any Claim without the other Party's prior written consent (which consent shall not be unreasonably withheld) or make any admission or take any other action with respect to such Claim that, in the other Party's reasonable judgment, prejudices the defense or settlement of such Claim. The Party seeking indemnification hereby gives the other Party the right to exercise sole control over the defense and settlement of such Claim, including the sole right to select defense counsel; provided, however, that the Party seeking indemnification shall not admit fault on behalf of the other Party or any of the Protected Parties without the relevant Party or person's prior written consent, and the other Party may retain its own legal counsel at its own expense.

9. INDEPENDENT CONTRACTOR STATUS

A. Control. Contractor shall be responsible at all times to control the manner in which the Services are provided in accordance with law and professional ethics applicable to the Services.

B. No Special Relationship. This Agreement shall not render Contractor, School or any of their respective personnel an employee, partner, agent of, or joint venturer with the other for any purpose. Contractor and School respectively represent and warrant that it is an independent contractor with no authority to contract for the other or in any way to bind or to commit the other to an agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

C. No Claims. Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided in this Agreement. Neither Party nor any of their respective employees or agents shall have any claim against the other Party for vacation pay, sick

leave, retirement benefits, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Neither Party shall be liable for taxes, unemployment insurance, employers' liability, employer's FICA, social security, Medicare, withholding tax, or other taxes or withholding for or on behalf of the other Party. Each Party is solely responsible for its own costs arising from or related to this Agreement except as specifically provided in this Agreement, and each Party shall indemnify and hold harmless the other from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing or other government authority as a result of or in connection with the benefit responsibilities or payments described in this Section.

10. GENERAL PROVISIONS.

A. Joint Drafting and Neutral Construction. The Parties acknowledge and agree that this Agreement is the product of negotiation between the Parties hereto, and the fact that a particular Party prepared the draft(s) or the final form of this Agreement shall not be relevant in the construction or interpretation of this Agreement should any provision or portion of this Agreement be deemed to be ambiguous.

B. No Personal Inducements. Both Parties represent and warrant that except as expressly provided in this Agreement, no cash, equity interest, merchandise, equipment, services or other forms of remuneration has been offered, will be offered, or will be paid or distributed by or on behalf of either Party or any of its employees, officers or directors, or to any other person or entity affiliated with the other Party, as an inducement to enter into this Agreement or to purchase or to influence the purchase of Contractor's Services.

C. Non-Use of Contractor Name. School may not use or permit the use in any way of any name, logo or trademark of Contractor or any affiliate of Contractor, or the name or likeness of any employee of Contractor, any Professional, or any affiliate of Contractor, including, without limitation, any news/press/publicity release, advertising or promotional media, or other commercial communication related to this Agreement or that identifies School as a customer or client of Contractor, without obtaining the prior written consent of Contractor.

D. Force Majeure. Neither Party will be responsible for any delay in performance or non-performance that is caused by any Act of God; war; epidemic; fire; flood; weather; sabotage; strike or labor dispute; civil disturbance or riot; governmental request, restriction, allocation, law, regulation, order or action; unavailability of or delay in transportation; default of suppliers; or any other event or cause beyond such Party's reasonable control. Performance of the Services may be suspended for an appropriate period of time upon notice by Contractor to School in the event of any of the foregoing, but the balance of this Agreement will otherwise remain in effect.

E. No Assignment or Subcontracting. Neither Party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party (other than to an affiliate or a successor-in-interest by virtue of a merger, consolidation or sale of all or substantially all of such Party's assets), and any such assignment or delegation, without such consent, will be void.

F. Amendment. This Agreement may be amended or modified only by written agreement of the Parties.

G. Severability. If any provision of this Agreement is declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement will remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein, and such invalid, unenforceable or illegal provision will be valid, enforceable and legal to the maximum extent permitted by law.

H. Notices. Any notice or other communication given pursuant to this Agreement must be in writing and will be deemed given upon receipt as follows: (a) upon the business day of receipt if delivered personally, (b) upon the business day of receipt if sent by overnight express courier (e.g., FedEx or UPS), or (c) three (3) business days after being sent by registered or certified U.S. Postal Service mail, postage prepaid, to:

If to School:
Wallkill Central School District
1500 New York 208
PO Box 310
Wallkill, New York 12589
United States
Attn: Office of the Superintendent

If to Contractor:
Nuvance Health Medical Practice, P.C.
100 Reserve Road
Danbury, CT 06810
Attn: Chief Physician Executive, Nuvance Health Medical Practices

With a copy to the same address:
Attn: Chief Legal Officer, Nuvance Health

I. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or will be deemed to confer any right, obligation, remedy, or liability upon any person other than (i) the Parties, and their respective successors and permitted assigns, and (ii) those other persons entitled to indemnification under this Agreement, and their respective successors, permitted assigns, heirs, executors, and legal representatives.

J. Governing Law; Jurisdiction. Notwithstanding any provision herein to the contrary, this Agreement will be governed by and construed (both as to validity and performance) and enforced in accordance with the laws of the State of New York, without regard to its conflicts of law principles. Any suit, action, or other legal proceeding arising out of or related to this Agreement must be brought in a New York state court or United States federal court in the Southern District of New York. Each Party hereby consents to the personal jurisdiction of such courts over it, stipulates to the convenience and fairness of proceeding in such forum, and covenants not to assert any objection to proceeding in such forum based upon lack of personal jurisdiction or the alleged inefficiency or unfairness of proceeding in such forum.

L. No Waiver. No waiver by either Party with respect to any breach or any right or remedy, and no course of dealing, will be deemed to constitute a continuing waiver of any other breach or any other right or remedy, unless such waiver is set forth in writing and signed by the Party to be bound. The waiver of performance of any of the terms or conditions of this Agreement will not be construed as a waiver of any subsequent obligation to perform the same or any other terms and conditions

M. Entire Agreement. This Agreement contains the Parties' entire agreement, and supersedes all other communications, negotiations and prior oral or written statements, regarding the subject matter of this Agreement. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement will be binding unless hereafter made in writing and signed by the Party to be bound, and no modification or additional terms will be applicable to this Agreement by Contractor's receipt, acknowledgment, or acceptance of purchase orders or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document will be deemed an acceptance of a prior offer by School, such acceptance is expressly conditional upon School's assent to any additional or different terms set forth herein. All typographical or clerical errors made by Contractor in any quotation, acknowledgment or publication are subject to correction.

N. Compliance with Laws. The Parties shall at all times observe and comply with all applicable state and federal laws, rules, regulations and executive orders, and as may be amended, that may in any manner affect the performance of this Agreement.

O. Interpretation. Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions and shall not influence the construction or interpretation of this Agreement. The use of the singular form of any word shall also include the plural and vice versa.

P. Non-Exclusivity. Nothing in this Agreement shall prohibit either Party from affiliating or contracting with any other hospital, facility or school for any purpose whatsoever.

Q. Authority. Each Party represents and warrants that the undersigned is duly authorized to execute this Agreement on behalf of the respective Party and thereby binds such Party to the terms of this Agreement.

R. Counterparts. This Agreement may be executed by the Parties' respective authorized representatives in one or more counterparts (including by means of an electronic signature such as DocuSign), each of which will be deemed an original but all of which will constitute one and the same instrument. Once signed and delivered (including by means of signature pages exchanged by facsimile or other electronic means such as a PDF via email, or by DocuSign) by both Parties, this Agreement will become effective and binding, and a complete facsimile or electronic copy will be treated the same as an original for all purposes.

[Remainder of Page Intentionally Left Blank
Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have agreed to and executed this Agreement, or caused it to be executed in their names and on their behalf by their respective representatives thereunto duly authorized, on the date set forth below, effective as of the Effective Date.

NUVANCE HEALTH MEDICAL PRACTICE, P.C.

By: Dated:

Name: Christopher Lehrach, M.D.
Title: Chief Physician Executive, Nuvance Health

WALLKILL CENTRAL SCHOOL DISTRICT
By: Dated:

Name:

Title:

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RECITALS

C. School wishes to engage Contractor as an independent contractor for the purpose of completing certain specified tasks on the terms and conditions set forth below; and

D. Contractor wishes to provide such services in accordance with the terms of this Agreement.

IT IS THEREFORE AGREED:

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2. QUALIFICATIONS OF PROFESSIONALS. As a condition of this Agreement, Contractor shall ensure at all times during the Engagement Period that Contractor and the Professionals, as applicable, meet all requirements of the State of New York or the State of Connecticut (as applicable), or other regulatory entity for licensing, certification or credentialing necessary to provide the Services.

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D. Invoice Procedures. In the event **Exhibit B** specifies that Contractor shall submit invoices to School for payment, all invoices are to be submitted to the address set forth below for notice to School. School will pay a properly submitted and undisputed itemized invoice, supported by all relevant receipts, within thirty (30) days of receipt. Invoices must include a brief description of the Services performed and the time expended by Contractor in performing the Services. Invoices not paid when due shall bear interest, accruing from the date payment was due until the date such invoice is paid in full, at rate of ten percent (10%) per annum.

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B. Obligations on Termination. Upon termination of the Engagement Period: (i) Contractor will terminate all Services in progress in an orderly manner as soon as practical and in accordance with a schedule agreed to by School, unless School specifies in the notice of termination that Services in progress should be completed; (ii) Contractor will promptly (not later than ten (10) days after the effective date of termination) deliver to School all work product, official educational records, and any equipment and/or materials of any type belonging to School; (iii) School will pay Contractor for all Services performed on or prior to the effective date of termination, with payment being due the earlier of the applicable due date(s) or thirty (30) days after the effective date of termination; and (iv) Contractor will promptly refund to School a pro-rated portion of monies (if any) paid by School in advance for Services that Contractor did not render. Termination of this Agreement will not relieve the Parties of any applicable obligation or liability under this Agreement, nor will it affect or impair the rights of a Party arising prior to such termination.

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7. INSURANCE.

A. Obligation to Purchase Insurance. Contractor will obtain and maintain insurance policies (including, without limitation, general liability insurance with limits not less than $1,000,000 per occurrence and $3,000,000 aggregate; professional liability insurance with limits not less than $1,300,000 per occurrence/$3,900,000 aggregate; excess insurance with limits not less than $1,000,000 each occurrence and aggregate; if any automobile owned, leased or rented by Contractor will be used in the course of performing of Contractor's obligations under this Agreement, automobile insurance with not less than $1,000,000 combined single limit per accident for bodily injury and property damage; and statutory workers' compensation insurance) to cover Contractor against claims that may arise from Services performed by Contractor under this Agreement. The foregoing required minimum insurance limits may be satisfied by applicable Excess or Umbrella Liability coverage. Contractor will provide School with certificates of insurance and other supporting materials as School may reasonably request to evidence Contractor's continuing compliance with this Section prior to commencing performing Services under this Agreement. Contractor will use reasonable efforts to name School as an additional insured on Contractor's insurance policies, with the exception of workers compensation, automobile insurance, and professional liability insurance. If any of Contractor's insurance policies are written on a claims-made basis, Contractor must maintain the coverage in force for a period of at least three (3) years following the termination of this Agreement or obtain an extended reporting endorsement (aka "tail coverage") for an equivalent or greater period of time.

B. Policy Requirements. The insurance policies purchased by Contractor shall:

i. be issued by an A.M. Best-rated "secure" insurer, licensed or otherwise eligible to issue insurance policies in the State of New York or the State of Connecticut, as applicable (based on the location of the School), a captive insurer and/or an actuarially-sound program of self-insurance; and

ii. state that Contractor's coverage is primary and non-contributory coverage for School, its Board, employees, and volunteers.

C. Copies. At School's request, Contractor shall provide a copy of the declaration page of the liability policies with a list of endorsement and forms. If requested by School, Contractor will provide a copy of the policy endorsements and forms evidencing School as additional insured, as applicable.

D. Indemnification for Retentions. Contractor shall be responsible for, and indemnify and hold harmless School, its affiliates, agents and employees from and against, any applicable deductibles and self-insured retentions under Contractor's insurance policies.

8. INDEMNITY. Each Party agrees to assume all risks of liability for and hereby agrees to indemnify, defend and hold harmless, and hereby releases, the other Party and its officers, trustees/directors, medical staff members, agents, servants, employees, and volunteers (collectively, "Protected Parties") from and against any and all liability, losses, injuries, damages, claims, demand, suits, and fees, including reasonable attorney's fees, costs or judgments (each a "Claim") that may arise out of (a) a violation by such Party of any state, federal, or local law, rule or regulation, which violation results in bodily injury, physical or actual damages, and/or the imposition of a fine, penalty or other charge, (b) the breach of this Agreement by such Party, or (c) the negligence or willful misconduct of such Party. The Party seeking indemnification under this Section 8 will: (i) promptly notify the other Party in writing of any such Claim; (ii) cooperate with the other Party and its legal representatives in the investigation and defense of any such Claim, at the other Party's expense; and (iii) not settle or compromise any Claim without the other Party's prior written consent (which consent shall not be unreasonably withheld) or make any admission or take any other action with respect to such Claim that, in the other Party's reasonable judgment, prejudices the defense or settlement of such Claim. The Party seeking indemnification hereby gives the other Party the right to exercise sole control over the defense and settlement of such Claim, including the sole right to select defense counsel; provided, however, that the Party seeking indemnification shall not admit fault on behalf of the other Party or any of the Protected Parties without the relevant Party or person's prior written consent, and the other Party may retain its own legal counsel at its own expense.

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for any purpose. Contractor and School respectively represent and warrant that it is an independent contractor with no authority to contract for the other or in any way to bind or to commit the other to an agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

C. No Claims. Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided in this Agreement. Neither Party nor any of their respective employees or agents shall have any claim against the other Party for vacation pay, sick leave, retirement benefits, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Neither Party shall be liable for taxes, unemployment insurance, employers' liability, employer's FICA, social security, Medicare, withholding tax, or other taxes or withholding for or on behalf of the other Party. Each Party is solely responsible for its own costs arising from or related to this Agreement except as specifically provided in this Agreement, and each Party shall indemnify and hold harmless the other from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing or other government authority as a result of or in connection with the benefit responsibilities or payments described in this Section.

10. GENERAL PROVISIONS.

A. Joint Drafting and Neutral Construction. The Parties acknowledge and agree that this Agreement is the product of negotiation between the Parties hereto, and the fact that a particular Party prepared the draft(s) or the final form of this Agreement shall not be relevant in the construction or interpretation of this Agreement should any provision or portion of this Agreement be deemed to be ambiguous.

B. No Personal Inducements. Both Parties represent and warrant that except as expressly provided in this Agreement, no cash, equity interest, merchandise, equipment, services or other forms of remuneration has been offered, will be offered, or will be paid or distributed by or on behalf of either Party or any of its employees, officers or directors, or to any other person or entity affiliated with the other Party, as an inducement to enter into this Agreement or to purchase or to influence the purchase of Contractor's Services.

C. Non-Use of Contractor Name. School may not use or permit the use in any way of any name, logo or trademark of Contractor or any affiliate of Contractor, or the name or likeness of any employee of Contractor, any Professional, or any affiliate of Contractor, including, without limitation, any news/press/publicity release, advertising or promotional media, or other commercial communication related to this Agreement or that identifies School as a customer or client of Contractor, without obtaining the prior written consent of Contractor.

D. Force Majeure. Neither Party will be responsible for any delay in performance or non-performance that is caused by any Act of God; war; epidemic; fire; flood; weather; sabotage; strike or labor dispute; civil disturbance or riot; governmental request, restriction, allocation, law, regulation, order or action; unavailability of or delay in transportation; default of suppliers; or any other event or cause beyond such Party's reasonable control. Performance of the Services may be

suspended for an appropriate period of time upon notice by Contractor to School in the event of any of the foregoing, but the balance of this Agreement will otherwise remain in effect.

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F. Amendment. This Agreement may be amended or modified only by written agreement of the Parties.

G. Severability. If any provision of this Agreement is declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement will remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein, and such invalid, unenforceable or illegal provision will be valid, enforceable and legal to the maximum extent permitted by law.

H. Notices. Any notice or other communication given pursuant to this Agreement must be in writing and will be deemed given upon receipt as follows: (a) upon the business day of receipt if delivered personally, (b) upon the business day of receipt if sent by overnight express courier (e.g., FedEx or UPS), or (c) three (3) business days after being sent by registered or certified U.S. Postal Service mail, postage prepaid, to:

If to School:
Wallkill Central School District
1500 New York 208
PO Box 310
Wallkill, New York 12589
United States
Attn: Superintendent of Schools

If to Contractor:
Nuvance Health Medical Practice, P.C.
100 Reserve Road
Danbury, CT 06810
Attn: Chief Operating Officer, Nuvance Health Medical Practices

With a copy to the same address:
Attn: Chief Legal Officer, Nuvance Health

I. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or will be deemed to confer any right, obligation, remedy, or liability upon any person other than (i) the Parties, and their respective successors and permitted assigns, and (ii) those other

persons entitled to indemnification under this Agreement, and their respective successors, permitted assigns, heirs, executors, and legal representatives.

J. Governing Law; Jurisdiction. Notwithstanding any provision herein to the contrary, this Agreement will be governed by and construed (both as to validity and performance) and enforced in accordance with the laws of the State of New York, without regard to its conflicts of law principles. Any suit, action, or other legal proceeding arising out of or related to this Agreement must be brought in a New York state court or United States federal court in the Southern District of New York. Each Party hereby consents to the personal jurisdiction of such courts over it, stipulates to the convenience and fairness of proceeding in such forum, and covenants not to assert any objection to proceeding in such forum based upon lack of personal jurisdiction or the alleged inefficiency or unfairness of proceeding in such forum.

L. No Waiver. No waiver by either Party with respect to any breach or any right or remedy, and no course of dealing, will be deemed to constitute a continuing waiver of any other breach or any other right or remedy, unless such waiver is set forth in writing and signed by the Party to be bound. The waiver of performance of any of the terms or conditions of this Agreement will not be construed as a waiver of any subsequent obligation to perform the same or any other terms and conditions

M. Entire Agreement. This Agreement contains the Parties' entire agreement, and supersedes all other communications, negotiations and prior oral or written statements, regarding the subject matter of this Agreement. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement will be binding unless hereafter made in writing and signed by the Party to be bound, and no modification or additional terms will be applicable to this Agreement by Contractor's receipt, acknowledgment, or acceptance of purchase orders or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document will be deemed an acceptance of a prior offer by School, such acceptance is expressly conditional upon School's assent to any additional or different terms set forth herein. All typographical or clerical errors made by Contractor in any quotation, acknowledgment or publication are subject to correction.

N. Compliance with Laws. The Parties shall at all times observe and comply with all applicable state and federal laws, rules, regulations and executive orders, and as may be amended, that may in any manner affect the performance of this Agreement.

O. Interpretation. Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions and shall not influence the construction or interpretation of this Agreement. The use of the singular form of any word shall also include the plural and vice versa.

P. Non-Exclusivity. Nothing in this Agreement shall prohibit either Party from affiliating or contracting with any other hospital, facility or school for any purpose whatsoever.

Q. Authority. Each Party represents and warrants that the undersigned is duly authorized to execute this Agreement on behalf of the respective Party and thereby binds such Party to the terms of this Agreement.

R. Counterparts. This Agreement may be executed by the Parties' respective authorized representatives in one or more counterparts (including by means of an electronic signature such as DocuSign), each of which will be deemed an original but all of which will constitute one and the same instrument. Once signed and delivered (including by means of signature pages exchanged by facsimile or other electronic means such as a PDF via email, or by DocuSign) by both Parties, this Agreement will become effective and binding, and a complete facsimile or electronic copy will be treated the same as an original for all purposes.

[Remainder of Page Intentionally Left Blank
Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have agreed to and executed this Agreement, or caused it to be executed in their names and on their behalf by their respective representatives thereunto duly authorized, on the date set forth below, effective as of the Effective Date.

NUVANCE HEALTH MEDICAL PRACTICE, P.C.

By: Dated:

Name: Christopher Lehrach, M.D.
Title: Chief Physician Executive, Nuvance Health

WALLKILL CENTRAL SCHOOL DISTRICT

By: Dated:

Name:

Title:

EXHIBIT A

DESCRIPTION OF SERVICES

SCHOOL YEAR 2026-27

Oversight and Support Services

1. Contractor shall provide a dedicated physician ("Physician") to provide oversight and support to the School's nurse practitioner, Ursula Petricek, FNP-C, ("School Nurse") as outlined in the Collaboration Practice Agreement attached hereto as Attachment 1,

2. Physician shall provide the following additional services as requested by School or School Nurse:

   a. Supervise the certified athletic trainers employed by the School ("Athletic Trainers") as follows:

      i. Provide standing orders/protocols for all Athletic Trainers regarding the prevention, clinical evaluation, diagnosis, immediate care, treatment, rehabilitation, reconditioning, organization, and administration of athletic training to students of the School;

      ii. Provide regular (monthly or quarterly) review of injury logs.

   School shall ensure that the Athletic Trainers shall maintain communication with the Physician, at defined intervals, via the following modes:

      i. Monthly face to face meeting (remote acceptable with video).
      ii. Weekly via email or phone.
      iii. As needed via email/fax/phone during school hours.

   School shall ensure that Athletic Trainers practice within their scope of practice and abilities, and comply with all applicable laws, rules, regulations, and guidelines, at both federal and state level (including but not limited to those published by the New York State Education Department, Office of Professions). Additionally, School shall ensure that Athletic Trainer maintains, at all times during the Engagement Period, professional liability insurance covering themselves for services provided to School in the amount of at least $1,000,000 per occurrence and $3,000,000 in the aggregate.

   b. Review standing orders annually;

   c. Review and make recommendations for immunization programs when requested by the School Nurse;

d. Act as a medical resource for school administration;

e. Act as a medical resource for the School Nurse;

Back-up Coverage and Emergency Coverage

1. Physician may provide back-up coverage for School Nurse when School Nurse is on vacation ("Back-up Coverage"). The School Nurse shall coordinate all Back- up Coverage with the Physician.

2. Physician shall provide emergency coverage for School Nurse when necessary ("Emergency Coverage").

EXHIBIT B

PAYMENT TERMS – SCHOOL YEAR 2026-27

1. The annual fee for Oversight and Support Services provided is Fifteen Thousand Dollars ($15,000), to be paid to Contractor in twelve (12) monthly payments of One Thousand Two Hundred Fifty Dollars ($1,250). For Oversight and Support Services provided in excess of 40 hours per year, School shall pay Contractor an additional Two Hundred Thirty-Five Dollars ($235) per hour.

2. The fee for Back-up Coverage is Two Hundred Dollars ($200) per hour for off-site services and Two Hundred and Thirty-Five Dollars ($235) per hour for on-site services.

3. The fee for Emergency Coverage is Two Hundred Dollars ($200) per hour for off-site services and Two Hundred and Thirty-Five Dollars ($235) per hour for on-site services.

ATTACHMENT 1

COLLABORATIVE PRACTICE AGREEMENT

This agreement sets forth the terms of the Collaborative Practice Agreement between Ursula Petricek, an employee of Wallkill Central School District, and Walter J. Soha, M.D., an employee of Nuvance Health Medical Practice, P.C., at 100 Reserve Road, Danbury, CT 06810. This agreement shall take effect as of July 1, 2026.

Introduction

Ursula Petricek, FNP-C, meets the qualifications and practice requirements as stated in Chapter 257 of the Laws of 1988 and Article 139 of the Education Law of New York State, holds a New York State license and is currently registered as a registered professional nurse in good standing, holds a certificate as a nurse practitioner pursuant to Sec. 6910 of the Education law and herein meets the requirement of maintaining a collaborative practice agreement with Walter J. Soha, M.D., a duly licensed and currently registered physician in good standing under Article 131 of the New York State Education Law.

I. Scope of Practice

The practice of a registered professional nurse as a nurse practitioner may include the diagnosis of illness and physical conditions and the performance of therapeutic and corrective measures including prescribing medications for patients whose conditions fall within the authorized scope of the practice as identified on the college certificate. The nurse practitioner, as a registered nurse, may also diagnose and treat human responses to actual or potential health problems through such services as case finding, health counseling, health teaching, and provision of care supportive to or restorative of life and well-being. This practice will take place at Wallkill Central School District or in such other facility or location as designated by the Wallkill Central School District or by the parties of this contract.

ii. Practice Protocols

The protocols used in the Wallkill Central School District are in line with the New York State Education Department Guidelines.

III. Physician Consultation

The parties shall be available to each other for consultation either on site or by electronic access including but not limited to telephone, facsimile and email. Each party will cover for the other in the absence of one of them or (names of third parties) who are designated by Ursula Petricek, FNP-C and Walter J. Soha, M.D. as appropriate for coverage in the absence of both parties. In the event that there is an unforeseen lack of coverage, patients will be referred to the appropriate emergency room.

IV. Record Review

A representative sample of patient records shall be reviewed by the collaborating physician every three months to evaluate that Ursula Petricek's practice is congruent with the above identified practice protocol documents and texts. Summarized results of this review will be signed by both parties and shall be maintained in the nurse practitioner's practice site for possible regulatory agency review. Consent forms for such review will be obtained from any patient whose primary physician is other than Barry Goldman, M.D.

V. Resolution of Disagreements

Disagreement between Ursula Petricek and Walter J. Soha, MD regarding a patient's health management that falls within the scope of practice of both parties will be resolved by a consensus agreement in accordance with current medical and nursing peer literature consultation. In case of disagreements that cannot be resolved in this manner, Walter J Soha, M.D.'s opinion will prevail. In disagreements between the nurse practitioner and non-collaborating physicians, the collaborating physician's opinion will prevail.

VI. Alteration of Agreement

The collaborative practice agreement shall be reviewed at least annually and may be amended in writing in a document signed by both parties and attached to the collaborative practice agreement.

VII. Agreement

Having read and understood the full contents of this document, the parties hereto agree to be bound by its terms.

Nurse Practitioner (Specialty):

Printed Name: Ursula Petricek, FNP-C NYS License #: F339915-1

Signature:_____ Date:_____

Collaborating Physician:

Printed Name: Walter J. Soha, MD NYS License #: 227407

Board Certification #: American Board of Emergency Medicine - 12/31/2029

Signature: _____ Date:_____