

## SECOND AMENDMENT TO PROFESSIONAL MEDICAL SERVICES AGREEMENT

THIS AMENDMENT (the "Amendment") is effective as of July 1, 2024 (the "Amendment Effective Date"), by and between **Nuvance Health Medical Practice, P.C.** ("Contractor") and **Wallkill Central School District** ("School") (each of Contractor and School are referred to herein as a "Party" and, collectively, as the "Parties").

WHEREAS, the Parties entered into that certain Professional Medical Services Agreement dated as of November 17, 2022, as amended (collectively, the "Agreement"), pursuant to which Contractor provides a dedicated physician to provide oversight and support the School as set forth in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement, as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.
2. Services. Contractor shall provide oversight and support to an advanced practice registered nurse employed by the School as described on Exhibit A. The Agreement is hereby amended by deleting in its entirety Exhibit A attached to the Agreement and replacing it with the Exhibit A attached hereto, effective July 1, 2024 through June 30, 2025.
3. Compensation and Payment. As compensation for the Services, School agrees to pay Contractor the amounts and in the manner set forth on Exhibit B. The Agreement is hereby amended by deleting in its entirety Exhibit B attached to the Agreement and replacing it with the Exhibit B attached hereto, effective July 1, 2024 through June 30, 2025.
4. Ratification of Agreement. Except as specifically modified in this Amendment, the Agreement shall be and remain in full force and effect and is hereby ratified by the parties. To the extent that this Amendment conflicts with any of the provisions of the Agreement, this Amendment shall control and supersede the Agreement with respect to the subject matter hereof.
5. Entire Agreement. The Agreement, as amended by this Amendment, constitutes the entire agreement between the Parties, all oral agreements being merged herein, and supersedes all prior representations and understandings with respect to the subject matter hereof.
6. Governing Law. This Amendment and all matters arising out of or relating to this Amendment shall be governed by the law of the State of New York without regard to conflict of law principles.
7. Counterparts. This Amendment may be executed in more than one counterpart, each of which is an original and all of which, together, constitute one and the same instrument. Once this Amendment has been executed (including via DocuSign or other electronic

signature) and delivered (including by means of signature pages exchanged by facsimile or other electronic means such as a PDF via email) by both Parties, this Amendment will be effective and binding, and a complete facsimile or electronic copy will be treated the same as an original for all purposes.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties have duly executed this Amendment on the dates set forth below, effective as of the Amendment Effective Date.

**NUVANCE HEALTH MEDICAL PRACTICE, P.C.**

By: \_\_\_\_\_  
Name: Christopher Lehrach, M.D.  
Title: Chief Physician Executive, Nuvance Health  
Date: \_\_\_\_\_

**WALKILL CENTRAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: Brian Devincenzi  
Title: Asst. Superintendent for Support Services  
Date: \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF SERVICES

#### SCHOOL YEAR 2024 - 2025

Contractor shall provide a dedicated physician to provide oversight and support to the School, and shall provide additional services as requested by the School ("Services").

The Services shall include the following oversight and support services ("Oversight and Support Services"):

1. Oversight and support of services provided by School's nurse practitioner, Ursula Petricek, FNP-C, ("School Nurse") to School's students as outlined in the Collaboration Practice Agreement attached hereto as Attachment 1.
2. Additional services as requested by School or School Nurse:
  - a. Work with and advise athletic trainers;
  - b. Review monthly injury reports;
  - c. Review standing orders annually;
  - d. Review and make recommendations for immunization programs;
  - e. Act as a medical resource for school administration;
  - f. Act as a medical resource for the School Nurse;

Additionally, Contractor may provide a Professional to provide the following services when requested by School:

1. Back-up coverage for School Nurse when School Nurse is on vacation ("Back-up Coverage").
2. Emergency coverage for School Nurse when necessary ("Emergency Coverage").

## **EXHIBIT B**

### **PAYMENT TERMS**

#### **SCHOOL YEAR 2024 – 2025**

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.