

**St. Lawrence-Lewis BOCES
AGREEMENT FOR SERVICES**

This Agreement is made and entered into the 29th day of May 2025, by and between St. Lawrence-Lewis BOCES ("STLL-BOCES"), with its principal offices located at 40 W Main Street, Canton, NY 13617 , and Comprehensive Medicine, PLLC ("CM"), with its office located at One Fishers Road, Pittsford, NY 14534 (each a "Party"; collectively, the "Parties").

WITNESSETH:

WHEREAS, the STLL-BOCES Board supports the plan to facilitate psychiatry services for students enrolled in STLL-BOCES (hereinafter "STLL-BOCES' Program"), either in-person or via telemedicine; and

WHEREAS, public school districts ("Participating Districts") will refer students through STLL-BOCES' Program to receive psychiatry services provided by professionals contracted by CM ("Contracted Providers"); and

WHEREAS, the CM's Contracted Providers possess the requisite skill, expertise and necessary licenses required for providing in-person and telepsychiatry services; and

WHEREAS, STLL-BOCES, acting through its duly constituted Board, desires to contract with CM for said psychiatry services, and CM has agreed to render and provide the desired services to STLL-BOCES to the extent and under the terms and conditions set forth below; and

WHEREAS, this Agreement includes only school-based psychiatry services (i.e., psychiatry services contracted by STLL-BOCES on behalf of its Participating Districts) for purposes of addressing the psychiatric needs of students as part of their educational program, and does not encompass any psychiatry services in which any student, parent or legal guardian ("Parent") may choose to engage the services of CM that are outside the scope of school-based psychiatry services. STLL-BOCES will be responsible for obtaining, from the students' Participating District, the necessary consent for any psychiatric services rendered pursuant to this Agreement from the student or his/her Parent.

NOW, THEREFORE, it is hereby mutually agreed between the Parties as follows:

A. Scope Of Services To Be Performed

All services will be rendered by a graduate of a school of medicine that has been approved by the New York State Education Department, who has earned a medical

doctor (M.D.) degree and holds a current license to practice medicine in the State of New York, or by a graduate from a school of nursing approved by the New York State Education Department, with Masters in Nursing degree and a license as a Nurse Practitioner in Psychiatry who shall be independent contractors of CM. The following constitute the services to be provided by CM to STLL-BOCES ("Services"):

1. Telehealth IT platform for purposes of facilitating the provision of Services under this Agreement;
2. IT support services and administrative services as are necessary to fulfill the purposes of this Agreement;
3. Contracted Providers consistent with recruiting specifications and requirements as prearranged with STLL-BOCES; and
4. Professional Services such as psychiatric and all necessary services related to such care for school-based psychiatry services will be provided, in conjunction with written and informed Consent (when applicable) (the term "Consent" herein refers to the consent of either a student or a Parent, whichever is required by law), either in person, by phone, or via tele-psychiatric interaction.

B. Provision of Services

1. STLL-BOCES and its Participating Districts are not responsible for the prescribing of medication, ongoing medication management, or cost of any medications prescribed by CM's Contracted Providers. The student or Parents of any students who are prescribed medication retain the authority to determine whether the student will take such medication and shall be responsible for payment of the cost of any such medication. A student's participation in a program or provision of services from STLL-BOCES or its Participating Districts will not be dependent on whether a student takes any medication prescribed by CM's Contracted Providers.
2. The work time of CM's Contracted Providers shall include contact time with the student, and all time spent in record keeping and conferences with STLL-BOCES' and its Participating Districts' personnel and other health care providers directly involved in the student's care.
3. Services will be offered and made available to students enrolled in the STLL-BOCES Program without regard to their race, color, creed, sex, religion, national or ethnic origin, handicap, or any other legally protected status.

4. CM's Contracted Providers shall maintain records in accordance with STLL-BOCES policies as well as federal and state record-keeping requirements. Initial and periodic evaluations, plan of care, records of treatments rendered and other notes shall be incorporated in the student's electronic medical record (EMR) within 24 hours of the date of service. All telephone or oral orders must have written confirmation by the student's physician and be incorporated in the clinical record within seven (7) days.
5. CM's Contracted Providers must pass a criminal background/finger-printing check and a NYS Child Abuse Registry screening. STLL-BOCES will schedule the criminal background/finger-printing check and conduct the NYS Child Abuse Registry screening for CM's Contracted Providers.

C. Term and Termination

1. The term of this Agreement shall begin on June 25, 2025 ("Effective Date") and terminate on June 24, 2026 or until terminated by STLL-BOCES or CM, as provided herein. Upon mutual agreement, STLL-BOCES and CM will have the option of extending or renewing this Agreement for two (2) consecutive additional periods of twelve (12) months each upon the same terms and conditions as would be contained in the original Agreement.
2. This Agreement may be terminated with or without cause by either Party providing 60 days' written notice to the other Party.

D. Nature Of The Relationship

1. Services. STLL-BOCES will engage CM as an independent contractor, to provide the Services in accordance with the terms and conditions set forth in this Agreement. STLL-BOCES agrees to provide staff, as necessary, to supervise students while CM Contracted Providers perform the Services pursuant to this Agreement.
2. Work Schedule. CM's Contracted Providers shall be required to provide the Services as agreed upon mutually by the Parties from time to time.
3. Provider Status. It is expressly understood and agreed that CM and CM's Contracted Providers will at all times act as independent contractors with respect to STLL-BOCES and nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other like relationship, between or among the Parties. Accordingly, except as otherwise set forth in this Agreement, STLL-BOCES will neither have nor attempt to exercise any specific control or direction over the particular methods by which CM and CM's Contracted Providers perform the Services.

The Parties will report for tax purposes in a manner required by and consistent with the terms of this Agreement. Because CM is an independent contractor, STLL-BOCES will not be responsible for withholding of taxes, nor for the payment of any FICA taxes, nor for any insurance coverage or other similar benefits required by law to be provided to an employee. CM is aware that STLL-BOCES will file a Form 1099 as required by the Internal Revenue Code, and CM will report the income shown thereon as an independent contractor.

4. **Insurance.** The following insurance coverage shall be required of CM:
- a. Commercial General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate.
 - b. Workers' Compensation and Employers' Liability Insurance for all employees in amounts not less than the statutory minimum.
 - c. Sexual Abuse and Molestation coverage in an amount not less than one million dollars (\$1,000,000.00) per occurrence and in the aggregate.
 - d. Each CM Contracted Provider will maintain appropriate professional liability/malpractice insurance in the minimum coverage of \$1,000,000 for each claim and \$3,000,000 in the annual aggregate for the psychiatry services delivered to STLL-BOCES in person or via telemedicine. CM shall provide STLL-BOCES with a copy of the certificate of insurance upon request. CM shall immediately provide STLL-BOCES with written notice of any cancellation or lapse of insurance coverage. Any such cancellation or lapse of insurance coverage shall be grounds for immediate termination by STLL-BOCES.

E. COMPENSATION

In General. STLL-BOCES agrees to compensate CM according to the following fee schedule for these services:

- A. **Fee:** \$250 Per Hour
- B. **Telehealth Technology Solutions Implementation and Program Set-Up Fee:** \$2,500

Payment for Services. STLL-BOCES shall pay CM's invoices to CM no later than 15 days after receipt of CM's invoice.

F. Documentation And Communication Of Clinical Encounters

- 1. CM will comply with STLL-BOCES's records systems and documentation requirements pertaining to the appropriate entry of clinical information in the

student educational record which may include medication prescription and/or recommendations.

2. CM shall be subject to and shall abide by such policies and procedures of STLL-BOCES including, but not limited to, those pertaining to HIPAA, FERPA, OSHA, censure and discipline and other work and/or professional matters as such may be established or modified from time to time by STLL-BOCES. In particular, STLL-BOCES may from time to time establish clinical and administrative policies and procedures relevant to the provision of the CM's services (including, but not limited to, conduct standards, quality assurance and/or improvement standards, and qualification/credentialing requirements), which CM and CM's Contracted Providers providing services to STLL-BOCES shall follow.

G. Notices

1. Notice Requirements. All notices, requests, consents and other communications required or permitted in this Agreement will be in writing and will be hand-delivered, mailed by registered or certified mail (postage prepaid), return receipt requested, or sent by an overnight delivery service from which a receipt may be obtained, addressed:

To CM:

Rajbala Thakur, M.D.
Managing Member
Comprehensive Medicine, PLLC
One Fishers Road
Suite: 230-A
Pittsford, NY 14534

To STLL-BOCES:

Julie Austin-Kormanyos
Director of Special Education Programs
St. Lawrence-Lewis BOCES
40 W Main Street
Canton, NY 13617

2. Delivery. Each such notice will be deemed delivered (a) on the date received at the address designated above, if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed, and (c) one day after deposited with an overnight delivery service.
3. Address Change. By giving to the other Party at least fifteen (15) days' written notice, the Parties and their respective successors and assigns will have

the right at any time during the term of this Agreement to change its respective addresses and each will have the right to specify as its address as any other address. Any and all notices, designations, consents, offers, acceptances or any other communication provided for in this Agreement will be given in writing and directed to the address shown above, unless notice of a change of address is furnished.

H. GOVERNANCE PROCESS

To ensure success of this program, it is critical that CM conference with STLL-BOCES sponsor/project manager once a week, or otherwise periodically as the Parties deem appropriate, to discuss tasks underway, open issues, challenges and changes that might be forthcoming and could impact overall quality of program.

I. PERFORMANCE MEASURES AND QUALITY ASSURANCE

STLL-BOCES and CM will develop performance measures to be incorporated into this Agreement to ensure the consistent quality and timeliness of telepsychiatry services. This would include, but not be limited to: time of request for consultation to time of delivery of services, Participating District satisfaction surveys and CM participation in STLL-BOCES Quality Assurance activities.

J. CONFIDENTIALITY AND NON-DISCLOSURE

STLL-BOCES is a hybrid entity under HIPAA whose business activities include both covered and non-covered functions. STLL-BOCES designates the medical services provided pursuant to this Agreement as health care components in accordance with 45 CFR §164.105(a)(2)(iii)(D). To the extent that the information STLL-BOCES discloses to CM, including STLL-BOCES information, Participating District information and student information, is protected by applicable state and federal laws and regulations, including but not limited to, the federal Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations (collectively "HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), CM shall maintain the confidentiality of such information in compliance with such state and federal laws and regulations.

CM is a Covered Entity under HIPAA. To the extent that the information CM discloses to STLL-BOCES, including Protected Health Information, is protected by applicable state and federal laws and regulations, including but not limited to HIPAA and FERPA, STLL-BOCES shall maintain the confidentiality of such information in compliance with such state and federal laws and regulations. This Section shall survive the termination or expiration of this Agreement for any reason.

K. PROFESSIONAL REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

CM represents, warrants and promises to STLL-BOCES at all times during the term of this Agreement that CM's Contracted Providers providing Services to STLL-BOCES:

- (a) Are licensed and registered in New York State; and shall provide STLL-BOCES with their current New York State licenses and registration certificates (including, but not limited to, all controlled substance registrations);
- (b) Have licenses to practice in New York State or any other state that have not been suspended, revoked, annulled or restricted or that any such action is pending or threatened;
- (c) Have never been, reprimanded, censured, sanctioned, or otherwise disciplined by any governmental or private licensing, professional conduct, or professional review board;
- (d) Have not had a claim, action or proceeding based on an allegation or malpractice or professional misconduct instituted;
- (e) Have never been excluded as a health care provider from participation in: (a) Medicare, Medicaid or any other federal and/or state program providing health care benefits; or (b) any private programs providing health care benefits (whether private third party payor, self-insured program or other similar entities or agencies) (collectively, an "Exclusion");
- (f) Have never been indicted for, convicted of, or pled guilty or nolo contendere to any felony or misdemeanor related to: (a) the practice or a health care profession; (b) the billing conduct or financial and referral relationships of health care providers and their immediate families; or (c) controlled substances (a "Criminal Conviction");
- (g) Have never had civil monetary penalties assessed against them (including monies paid through a settlement process) for presenting a false or fraudulent claim to any of the government health programs or the private health plans (a "Civil Monetary Assessment");
- (h) Will immediately and without request from STLL-BOCES disclose to STLL-BOCES any change in status referenced in the subparagraphs of this Section;
- (i) Shall not, during the term of this Agreement, engage in any illegal activity under the laws regulating: (i) the government health programs; (ii) the private health plans; and (iii) the financial and referral relationships of health care providers and their immediate families (collectively the "Fraud and Abuse Laws"); and

- (j) Will execute a release of information authorizing STLL-BOCES to have access to governmental and/or private entity records (including insurance) relating to licensure, billing and reimbursement eligibility, discipline, or malpractice claims.

L. INDEMNIFICATION

CM shall indemnify and hold STLL-BOCES (and Participating Districts, Board, directors, administrators, agents, and employees) harmless against any and all claims, losses, damages, action, judgments, and expenses arising out of, caused by, or related to the negligent acts or omissions of, or breach of this Agreement by, CM, or its Contracted Providers, administrators, officers, agents, contractors, or employees in connection with the performance of this Agreement. This indemnity shall survive the termination and/or expiration of this Agreement.

STLL-BOCES shall indemnify and hold CM (and its Board, managers, directors, owners, administrators, agents, Contracted Providers and employees) harmless against any and all claims, losses, damages, action, judgments, and expenses arising out of, caused by, or related to the negligent acts or omissions of, or breach of this Agreement by, STLL-BOCES, and its administrators, officers, agents, contractors, practitioners or employees in connection with the performance of this Agreement. This indemnity shall survive the termination and/or expiration of this Agreement.

M. REGULATORY DETERMINATIONS

1. In the event that any federal or state governmental agency or court determines that any aspect of the transactions between CM and STLL-BOCES pursuant to this Agreement violates any other federal or state statute or regulation, STLL-BOCES and CM will cooperate to take all steps necessary to cure such violation.
2. In the event that any government agency with jurisdiction over the Parties requires any modifications to the terms and conditions of this Agreement, the Parties shall consider such modifications in good faith, while reserving their respective right to terminate this Agreement in the event that such modification cannot be agreed to.
3. Each Party will promptly notify the other of any investigation or claim made by any student, Parent or any governmental agency that relates to the terms and conditions of this Agreement or the Services provided hereunder. The Party under investigation shall provide the other Party with an opportunity to participate in and approve responses to such investigation to the extent that the investigation or any claims involve the other Party.
4. This Section shall survive the expiration or termination of this Agreement for any reason.

N. SEVERABILITY

Every provision of this Agreement is intended to be severable. If any provision is held to be invalid or unenforceable by law or by a court of competent jurisdiction, all other provisions shall nevertheless continue in full force and effect. In lieu of such invalid or unenforceable provision, there shall be added to this Agreement a legal, valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

O. MISCELLANEOUS

1. It is agreed between the Parties that nothing in this Agreement is intended to require, nor requires, nor provides payment of any kind (directly or indirectly), for the referral of individuals or business to either Party by the other Party. The Parties further intend that this Agreement complies with, as applicable: (i) the federal and state Anti-Kickback statutes and their implementing regulations; and (ii) the federal and state Self-Referral statutes and their implementing regulations.
2. The paragraph headings contained in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provision of this Agreement.
3. Several copies of this Agreement may be executed by the Parties, each of which shall be deemed an original for all purposes, and all of which together shall constitute but one and the same instrument.
4. In the event any term or condition of this Agreement should be breached by either Party and thereafter waived by the other Party, then such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.
5. If the consent of either Party is required for whatever reason under the terms of this Agreement, such consent shall not be unreasonably withheld, delayed or conditioned.
6. The provisions of this Agreement shall survive the termination or expiration of this Agreement if so designated in this Agreement or if necessary to effectuate the purpose and intent of the provision.
7. Both Parties will comply with all applicable Federal, State, and Local laws and regulations affecting the subject matter of this Agreement. If the applicable laws and regulations are revised or modified after this Agreement is made so as to

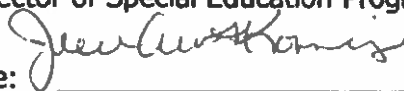
substantially change the obligations of either Party, then that Party may request the other Party to consider amending this Agreement.

8. This Agreement and the relationship established herein is non-exclusive.
9. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law. The County of Monroe in the State of New York is designated as the exclusive forum for any action or proceeding arising from or in any way connected to this Agreement and the Parties hereby expressly consent to the personal jurisdiction of the State or Federal courts in this forum.
10. This Agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings (including any correspondence prior to the date of this Agreement), expressed or implied, oral or written.

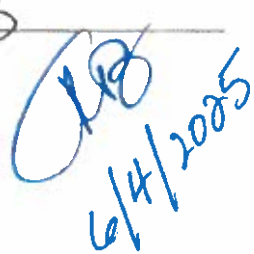
IN WITNESS WHEREOF, the Parties have signed this Agreement.

STLL-BOCES:

By: Julie Austin-Kormanyos
Title: Director of Special Education Program

Signature: 

Date: 02/25



COMPREHENSIVE MEDICINE, PLLC:

By: Rajbala Thakur, M.D.
Title: Managing Member

Signature: 

Date: 5/29/2025