

# **HARRISVILLE CENTRAL SCHOOL DISTRICT**

## **SCHOOL PHYSICIAN SERVICES AGREEMENT**

**For School Years Ending**

**June 30, 2022**

**June 30, 2023**

**June 30, 2024**

1. **PARTIES AND TERM:** This Agreement for School Physician Services is made by and between the Harrisville Central School District (the District) and Lewis County General Hospital (the Contractor) collectively “the parties”.

This Agreement shall begin on July 1, 2021, and extend through the fiscal year ending June 30, 2024, provided that either party shall have the option to cancel the engagement as set forth in paragraph 8.

2. **DESCRIPTION OF SERVICES:** The Contractor agrees to provide a Physician(s) or designee who is duly licensed to practice medicine in the State of New York and will serve as the School Physician and Medical Inspector for the school district.

The Contractor will assign a duly licensed provider to the District at the Contractor’s discretion to provide services requested.

The School Physician or designee will perform such duties as prescribed by the NYS Education Law and the rules and Regulations of the State of New York Education Department and customarily performed by one holding such position in other similar school districts in the State of New York.

All health examinations and other services will be conducted at the District’s main school location, unless otherwise agreed upon.

3. **NATURE OF SERVICES REQUIRED:**

- a. **Oversight of School Health Services.** The School Physician or designee shall be responsible for performing, coordinating and/or oversight of the provision of school health services in the District.

- b. **Health Examinations.** The School Physician or designee will perform physical appraisals, in accordance with Education Law and District policy;

- 1.) For students who do not present a certificate from their family physician upon entering school and in grades Pre-Kindergarten or Kindergarten, 1, 3, 5, 7, 9, and 11 or within 30 days after entry into school.
- 2.) For students participating in interscholastic activities who do not present a certificate from their family physician. These health examinations will occur prior to the sport season at agreed upon dates and times with school health officials and the School Physician or designee.
- 3.) For students in special class placement or other instruction of the physically or mentally handicapped and the emotionally disturbed, or prior to their return to a regular class program.
- 4.) For students who require a physical for working papers.
- 5.) For new employees of the District who do not present a certificate from their family physician.
- 6.) For employees of the District employed as Bus Drivers, as required by Federal and State laws.

7.) For other employees of the District, such as Maintenance and Food Services personnel, for the purpose of assuring the employees ability to perform the essential functions of their position.

- c. **Consultant to School Nurse.** The School Physician or designee will be available by phone, and/or email, to the School Nurse to discuss student medical concerns, and/or school health services, as needed, and will respond to inquiries as soon as practically possible.

The School Physician or designee will participate in meetings with the School Nurse and/or other school officials whenever appropriate to discuss health related concerns.

The School Physician or designee will be knowledgeable regarding public health laws and will assist the School Nurse and/or other school officials in the interpretation and application of those laws.

- d. **Standing Orders and Protocols.** The School Physician or designee will provide annual standing orders for emergency epinephrine, as allowed by New York State Education Law.

The School Physician or designee will provide annual signed orders for the District's First Aid Protocols for the School Nurse.

The School Physician or designee will sign prescriptions for the Fluoride Program.

- e. **Consultant to the Committee on Special Education.** The School Physician or designee will be available to meet with CPSE and CSE when requested, at a time convenient to both the Committees and the School Physician or designee, when arranged with reasonable advance notice.

The School Physician or designee will provide physical examinations of students as requested by CSE or CPSE chairperson, when an individual student has no access to a primary medical provider.

The School Physician or designee will provide written prescriptions for Occupational and/or Physical Therapy for students referred by the CSE chairperson, such referrals will be made only when all other means of obtaining these prescriptions have been exhausted.

- f. **Other Responsibilities.**

1.) Provide recommendations in the development of board policies, administrative regulations and district practices concerning health-related issues.

- 2.) Provide services required by law relative to Automatic External Defibrillation.
- 3.) Perform such other tasks and assume such other responsibilities as the District's Superintendent may assign and are agreed to by the Contractor's Clinic Manager.

**4. RESPONSIBILITIES OF THE DISTRICT:**

- a. The District will provide all Nursing services.
  - b. The District will setup time slots for the needed physicals which are typically 4 times a year.
  - c. The District will ensure a full complement of students and/or staff during the physical time slots to best utilize the time of the School Physician or designee.
  - d. The School District will provide the School Physician or designee with reasonable work space, desks and chairs. The School Physician or designee will also be provided with access to telephone lines, photocopying facilities and fax machines for District-related business use only.
  - e. The Superintendent of Schools, or his or her designee, shall be responsible for the overall supervision of this Agreement.
- 5. CONFIDENTIALITY:** By the nature of the services it renders to the District, the Contractor will acquire knowledge of sensitive information regarding District operations, employees, and students. Such information is confidential and not subject to disclosure by the District under the Freedom of Information Law. The use of such information to the advantage of the Contractor or its employees, agents, or representatives, or the disclosure of such information to third parties is prohibited.
- 6. MUTUAL INDEMNIFICATION:** Each party (for purposes of this Paragraph 5, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph 5, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

7. **PROOF OF INSURANCE:** Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor agrees to effectuate the naming of the District as an unrestricted additional insured on the Contractor's insurance policies, with the exception of workers' compensation and professional liability, and shall provide evidence of required coverage listed below on the onset of this contract, and at annual insurance renewal.

**Commercial General Liability Insurance-**

- Minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate.

**Medical Malpractice Insurance-**

- Minimum of \$1,300,000 per occurrence/\$3,900,000 aggregate.

**Workers' Compensation and NYS Disability-**

- Statutory Workers' Compensation and NYS Disability Benefits Insurance

8. **PAYMENT:** The District agrees to compensate the Contractor, as follows;

Services for July 1, 2021 – June 30, 2022: not to exceed \$12,000.

Services for July 1, 2022 – June 30, 2023: not to exceed \$12,500.

Services for July 1, 2023 – June 30, 2024: not to exceed \$13,000.

Contract payments will be in equal quarterly installments, for each service period.

9. **TERMINATION:** Each party shall have the option to cancel the engagement for the fiscal year(s) ending June 30, 2022 and June 30, 2023, provided that one hundred-eighty (180) days' written notice is given to the other party. Throughout the term of the engagement, this Agreement may be terminated by the District for cause. Throughout the term of the engagement, this Agreement may be terminated by the Contractor for non-payment, or as a result of the District, or its representatives, failing to provide the information deemed necessary to undertake the Contractor's responsibilities under this Agreement.

10. **NOTICES.** All notices provided under this Agreement must be in writing at the following addresses:

To the District: Superintendent of Schools, and  
School Business Manager  
Harrisville Central School  
14371 Pirate Lane  
Harrisville, NY 13648

To the Contractor: Jeffery Hellinger, CFO  
Lewis County General Hospital  
7785 North State Street  
Lowville, NY 13367

11. **ENTIRE AGREEMENT.** This Agreement contains and embraces the entire agreement between the parties, and it or any part of it may not be changed, altered, modified, limited, terminated or extended orally or by any agreement between the parties unless

such agreement be expressed in writing, signed and acknowledged by the parties hereto, their legal representatives, successors or assigns.

- 12. **BOARD APPROVAL.** This Agreement is subject to approval by the district's Board of Education.
- 13. **GOVERNING LAW:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law.
- 14. **VENUE:** All disputes which arise in connection with, or are related to this Agreement or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation only in Lewis County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute) and not elsewhere, subject only to the authority of the Court in question to order changes of venue.

The undersigned hereby declare that they have read the foregoing Agreement and any and all other materials submitted in connection with the same, and agree to abide by the requirements therein.

For the Harrisville Central School District:

For the Lewis County General Hospital:

\_\_\_\_\_

\_\_\_\_\_

Name: Rob Finster

Name: Jeffery Hellinger

Title: Superintendent

Title: CFO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date approved by the Board of Education:

\_\_\_\_\_