

MALVERNE UNION FREE SCHOOL DISTRICT

Administration Offices
301 Wicks Lane
Malverne, NY 11565
516-887-6417
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Christopher Caputo
Assistant Superintendent for Business

April 28, 2023

Dr. Michele C. Reed
256 Erie Road
West Hempstead, New York 11552

Re: School Medical Physician Services Agreement – 2023-24

Dear Dr. Reed,

The District desires to retain you to provide the usual and customary services of a school district physician and district medical officer for the 2023-24 school year and any subsequent annual renewal periods, including those services which are required by law. You are requested to return the signed original to this office as soon as possible.

Please note that all the terms and conditions of the request for proposals ("RFP") which resulted in the award of this contract to you are hereby incorporated by reference herein as if fully set forth herein.

Therefore, in consideration of the mutual covenants, conditions and agreements herein contained, and for other good and valuable considerations, you (the "School Physician") and the District hereby agree as follows:

1. School Physician is duly certified and/or qualified under the laws of the State of New York and regulations of the Commissioner of Education to provide the services described in this letter agreement ("Agreement").
2. At the District's request, the School Physician will provide the following services during the period July 1, 2023 through June 30, 2024 and any approved annual renewal periods, pursuant to the School Medical Physician Services Request for Proposals, which is incorporated herein by reference:

A. Yearly Physicals (Approximate counts)

1. **Employees** – Physicals to be off-site at Provider's Medical Office by appointment only.

Bus Driver's State DOT 19A Medicals
New Employees
Bus Driver's DOT Drug and/or Alcohol

2. **Students** – Physicals to be done on-site at District's four (4) school locations, by appointment only.

Students – 2 nd and 4 th Grade
Students – 7 th Grade
Students – 10 th Grade

3. **Students – Athletic** – Physicals to be done on-site at District's four (4) school locations. Schedule and conduct athletic physicals for students in Grades 6-12.

Girls: Athletes – Grades 6 th – 8 th Grade
Boys: Athletes – Grades 6 th – 8 th Grade
Athletes – Grades 9 th – 12 th Grade

4. **First Aid & Yearly CPR/AED Re-Certifications:**

Coaches
Grade Kindergarten – 5 th Grade
Grades 6 th & 8 th Grade
Grades 9 th & 11 th Grade

B. Other Related School Physician Responsibilities:

1. Make thorough examination using your own best medical judgment, of new entrants and children in 2nd, 4th, 7th and 10th grades who do not present a certificate of health from their family medical doctor/physician.
2. School Physician will be responsible for scheduling all appointments for medical examinations.
3. Conduct special health/medical examinations as requested after referrals by authorized District representatives including but not limited to examinations in connection with the evaluation of students for eligibility for classification, re-evaluation and/or in connection with the placement of students under the IDEA or Section 504 of the Rehabilitation Act.

4. Examine personnel who have not provided the District with requested medical documentation from their personal doctor.
5. Provide for the administering of Hepatitis B (3 phase) inoculations to those staff members groupings so identified by the District as being in course of their daily employment may come in contact with human blood and/or other bodily fluids. Administering of Hepatitis B inoculations shall be performed at the offices of the School Physician by appointment only. The School District will incur the cost of the Hepatitis B serum necessary for the three part inoculation process.
6. Examine employees directed for examination by the District pursuant to Section 913 of NYS Education Law or other legal or contractual provision.
7. Examine students directed for examination by the District in accordance with Federal or State law or regulation.
8. Interpret public health laws governing control of communicable diseases, review and propose revisions to district policies and procedures for District approval, governing the exclusion or readmission of pupils in connection with infectious or contagious disease or other serious health issues.
9. Provide guidance and assistance as required in establishing and supervision of emergency facilities and first aid training programs for school personnel. The School Physician will develop and/or review District policies and guidelines for District approval, that govern the procedures to follow in the event of injury or emergency illness of a child or employee. Printed instruction concerning first aid shall be developed by and signed by the School Physician for distribution throughout the buildings.
10. Review by request, correspondence and health literature/information provided to students and their parents/guardians as to scientific accuracy and recommended action.
11. Act as consultant to the Board of Education, the District's school administrators and other instructional and/or school health related personnel on medical problems and public health procedures in the school setting.
12. Act as a liaison agent between the school district and the physicians practicing in the area and treatment agencies.

13. The School Physician's responsibilities as member for the Committee on Special Education (CSE) (when requested to attend) are as follows:
 - a. Attend CSE and 504 meetings as required by an authorized District representative.
 - b. Perform physical examinations of students referred to the Committee on Special Education (CSE) and 504 Committees and of students in process of CSE Triennial Reevaluation and as otherwise requested by the District. Such examination must be performed in accordance with law and provided in writing to the CSE 504 Team and/or District Administration, as appropriate.
 - c. Where appropriate and at the District's request, provide written prescriptions for the implementation of occupational therapy, physical therapy and speech therapy services to the Malverne Union Free School District students.
 - d. At request, review prescriptions for physical therapy, occupational therapy, speech therapy, special transportation requests, and requests for other medically-related interventions which the District may receive from other physicians, and make recommendations to the District and to the Committee on Special Education, 504 Team and/or District administration concerning these prescriptions and requests.
 - e. The School Physician will perform such other duties as medical inspector as may be described in State Education Department Bulletins and law covering this service.
 - f. The School Physician shall provide the Committee on Special Education office with a copy of the physician's hours in the District, and building locations, sufficiently in advance to enable scheduling, where possible, of the above noted duties and responsibilities.
14. Implement, direct and monitor health screening programs for pupils in accordance with law.
15. Assist District Administration, as requested, with the implementing and monitoring of its Nutritional Food Wellness Program.
16. At request of the District, attend District athletic games and if required, provide medical attention to any injured player, staff and/or spectator as appropriate and necessary. Interface and coordinate with Emergency Medical Staff (EMS) technicians, Fire Department and/or Police staff so as to assist/facilitate the required medical attention. Provide a written report and supporting information, as appropriate to the District Administration and its Insurance agents as to the circumstances of the injury and/or accident.

17. Review, at a minimum annually, the District's physical facilities for health considerations and make recommendations as to same.
 18. Concussion Management – The School Physician will provide guidance and assistance in implementing the District's concussion management protocols in accordance with the Commissioner's Regulations and Board policy. The School Physician shall conduct evaluations of any student referred to her who has sustained, or is believed to have sustained, a mild traumatic brain injury (MTBI) or concussion, to determine if and when the student can begin a return to play (RTP) protocol. The School Physician shall be responsible for rendering a final determination as to whether the student may be cleared to return to any physical education or extra-class athletic activities, regardless of the cause of the MTBI or concussion. Upon the District's request, the School Physician shall administer and/or supervise the administration of validated neurocognitive testing as a concussion assessment tool to obtain baseline and post-concussion performance data in developing and implementing appropriate rehabilitation measures and RTP protocols.
- C. Serve as District Medical Officer, and in said role, will assume all other health related responsibilities as may be required to ensure the physical well being of the district's students and staff.
- D. Supervision of Certified Athletic Trainers. The School Physician will be responsible for supervising all certified athletic trainers hired or otherwise retained by the District. Such supervisory duties shall include the following:
1. The School Physician shall supervise the performance of athletic training services provided by athletic trainers, in accordance with the requirements of Education Law sections 8351 and 8352.
 2. The School District shall notify the School Physician when a certified athletic trainer, whom she must supervise, is hired or otherwise retained to provide services.
 3. The School Physician's supervision of athletic trainers shall be continuous but shall not be construed as requiring her physical presence at the time and place where athletic training services are performed.
 4. The School Physician may not delegate her supervisory responsibilities herein to a nurse or nurse practitioner.
 5. The School Physician shall ensure that the scope of practice of certified athletic trainers does not include diagnostic privileges or the reconditioning of neurological injuries (which includes concussions), conditions, or diseases.

6. Any student athlete who has been injured will be referred to the School Physician for assessment, diagnosis and treatment, and the School Physician shall ensure that any treatment provided by athletic trainers is implemented pursuant to and consistent with the School Physician's orders.
7. The School Physician shall review student injury logs as necessary to discharge her supervisory duties and to ensure that students have been appropriately assessed, diagnosed and treated in accordance with the School Physician's orders."
3. School Physician will be responsible for coordinating the provision of the foregoing services and related activities with the District in an efficient and timely manner.
4. School Physician shall be compensated for all services rendered under this Agreement for the lump sum fee of **\$29,937.33**. In addition, School Physician shall receive compensation in the amount of **\$320** per hour for the supervision of certified athletic trainers (per paragraph 2.D supra), and Concussion Management (per paragraph B.18) up to a maximum compensation not to exceed **\$2,000**. There shall be no other fees, benefits or compensation. School Physician will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employees' Retirement System, etc. The aforesaid compensation shall be paid in two installments, the first due and payable on or about **October 1, 2023** and the second due and payable on or about **April 2, 2024**. School Physician will be required to provide, at no additional cost, supporting documentation, in the form of monthly performance or status reports that outline in detail the School Physician's activities and/or services rendered for the billing's period of performance.
5. School Physician shall provide, at no additional cost, the Director of Pupil Personnel Services, or as appropriate, the Director of Athletics/Physical Education with a written report and/or narrative delineating all services rendered to the school district on a monthly basis. The list shall be formatted to follow the various elements and categories found in the RFP's Scope of Work. The report shall include all pertinent descriptive information as to the student/employee name, time, date and nature of the medical attention and/or evaluation provided as well as any all associated pricing information that is to be summarized and reflected in the monthly billing to the district. School Physician shall provide District copies of all MSDS sheets on materials, drugs and/or products used in the course of providing medical treatment, care and/or evaluation.

6. This Agreement shall be subject to termination with or without cause by the District upon seven (7) days' notice in writing to the School Physician at the address noted above. Upon termination, all obligations under this Agreement shall cease, and the School Physician shall be entitled to reimbursement only for services rendered as of the effective date of termination.
7. School Physician and the District will have the status of independent contractor one to the other, and, unless otherwise expressly agreed in writing, neither will constitute the agent of the other for any purpose. School Physician shall be solely responsible for the payment of federal and state income taxes applicable to this agreement. Both parties agree only that the School Physician shall perform all medical examinations and other medical services as set forth in this agreement in keeping with sound and accepted medical practices within the community; in all other respects, School Physician shall exercise her own best judgment in the performance of all duties set forth herein. It is agreed that the District does not control the manner in which School Physician performs and carries out those duties. School Physician alone shall, in keeping with accepted, sound medical practices, determine what procedures, tests, treatment and other services to provide and the manner and method in which to provide them under this agreement and as set forth herein. School Physician and District specifically agree that the District does not control, direct or otherwise specify the manner in which School Physician shall perform the aforesaid services, other than that they shall be performed in keeping with sound, accepted medical practices within the community and shall be in compliance with all federal, New York State and local laws.
8. School Physician shall provide her own tools, equipment, materials, literature and other items as necessary to perform the duties set forth herein at her own expense unless otherwise specified in this agreement. When practicable, all work carried out under this agreement shall be at School Physician's private office. It is agreed that the School Physician alone possesses the expertise and knowledge to carry out the functions set forth herein and that the District will not and cannot direct or specify the manner in which such functions shall be performed.
9. School Physician shall provide all those insurance coverages specified in the request for proposals ("RFP") at his/her own expense, and will provide the District with documentation of such insurance coverage. If for any reason School Physician's insurance is changed or cancelled, he/she shall provide the District with written notice, at least ten (10) days prior to such change or cancellation.
10. School Physician agrees to defend, indemnify and hold harmless the Malverne Union Free School District, its Board of Education, the Board's agents, officers, trustees, attorneys and employees, all in their individual and corporate capacities, for all loss, costs, damage and expense, including but not limited to attorney's fees, arising out of or resulting from the performance of the Agreement.

11. In such event that School Physician is unavailable or otherwise unable to perform any of the duties or responsibilities set forth herein, School Physician shall arrange for and provide a suitable, competent physician ("Covering Physician") possessing the same skill, competence and qualifications as School Physician to perform the duties of the School Physician as necessary under the circumstances until such time as School Physician is able to do so. School Physician shall fully indemnify the District against any and all causes of action, claims, liabilities, losses or damages arising due to any act or omission of Covering Physician, including but not limited to, malpractice, negligence, malfeasance or other claim made against the District. School Physician hereby represents and covenants that Covering Physician shall maintain a liability insurance policy providing the same coverage as maintained by School Physician (\$1,000,000/\$3,000,000) and that School Physician shall provide proof of such policy to District prior to performance of any service by Covering Physician.
12. School Physician shall comply with all applicable Federal, State and local statutes, rules and regulations including the New York State Safe Schools Against Violence in Education ("SAVE") legislation, including fingerprinting and clearance requirements. School Physician shall adhere to all applicable policies, procedures, rules and regulations of the District and the State Education Department.
13. School Physician agrees to abide by all privacy requirements including but not limited to those set forth in the Family Educational Rights and Privacy Act ("FERPA") and/or the Individuals with Disabilities Education Act ("IDEA"). School Physician shall indemnify and hold harmless the District, its Board of Education, the Board's agents, officers, trustees, attorneys and employees, all in their individual and corporate capacities, for all loss, costs, damage and expense, resulting from any violations of this provision.
14. Both parties shall acknowledge that they may receive and/or come into contact with protected health information, as defined by the Health Insurance Portability and Accountability Act ("HIPAA"). School Physician shall be required to acknowledge his/her respective responsibilities pursuant to HIPAA and shall comply with said regulations, where applicable. If at any time during the course of the Agreement it is determined by agreement of both parties or an entity with appropriate jurisdiction, that the District is a "covered entity" as defined by HIPAA, the parties agree to enter into a Business Associate Agreement to ensure compliance with the Standards of Individually Identifiable Health Information pursuant to HIPAA.
15. This Agreement and any subsequent annual renewals are subject to the approval of the Board of Education at a public meeting by a duly adopted resolution.

Please indicate concurrence with and agreement to the terms of this Agreement by signing in the space provided, and returning the two signed duplicates of this letter to the District. A fully executed copy of the contract will then be forwarded to you for your records.

Sincerely,



Christopher Caputo
Assistant Superintendent for Business

**CONSENTED AND AGREED TO THIS
DAY OF June 13, 2023**

Dr. Michele C. Reed

Dr. Michele C. Reed

05/08/2023

Date

Malverne UFSD
Board of Education President

Date