

AGREEMENT

AGREEMENT made this 1st day of July, 2019, by and between the **BRIGHTON CENTRAL SCHOOL DISTRICT** (the "District") and **DR. CARL DEVORE** (the "Physician").

WHEREAS, the District is in need of the services of a licensed physician to act as the "school physician;" and

WHEREAS, the Physician is willing to provide the services necessary to perform the duties of the school physician.

NOW, THEREFORE, it is agreed as follows:

1. Independent Contractor

The Physician, as an independent contractor, will provide the District, during the term of this Agreement, with the services necessary to act as school physician in accordance with the terms of this Agreement.

2. Term

The term of this Agreement shall commence July 1, 2019, and will continue in effect until June 30, 2020, unless sooner terminated in accordance with the terms of this Agreement.

3. Payment

(a) As payment for the performance by the Physician of the obligations under the terms of this Agreement, the District will pay the Physician the total sum of \$5,500.00 for the period from July 1, 2019 through June 30, 2020 (the "Compensation"). The Compensation will include services rendered during the term of this Agreement. The Contract Compensation shall be payable in equal monthly installments due on the first day of each month for performance hereunder during the preceding month.

4. Responsibilities of the Physician

The Physician will discharge the duties of a school physician for the District in the manner and as such duties are described in this Agreement and on the attached Exhibit A. In addition to the duties described in this Agreement and on the attached Exhibit A, the Physician shall perform such other duties which are required of a school physician under federal, state or local law or regulation. All such duties shall be discharged in a timely, competent and complete fashion and, to the extent necessary and when appropriate, after appropriate consultation with the District, and subject to the standards and policies of the District and applicable law.

5. Responsibilities of the District

The District is responsible for the following:

(a) maintenance and repair of all equipment which the District normally provides for use by the school physician in the performance of his, her or their duties under the terms of this Agreement; and

(b) providing the necessary supplies, space and support services which the District normally provides on its property for use by the school physician in the performance of his, her or their duties under the terms of this Agreement.

6. Outside Activities

The Physician may engage in teaching, consulting and the practice of medicine off District premises, provided that such activities do not create a conflict of interest with or interfere with the discharge of their obligations under the terms of this Agreement.

7. Reports

All reports and other administrative documentation and record keeping required of the school physician by the District or applicable law will be provided and maintained by the Physician in accordance with the District's requests and policies. During the term of this Agreement and for a reasonable period of time after the Agreement has been terminated or expired, the Physician will provide the District with all such reports, documentation and other records which relate to performance by the Physician of the obligations under the terms of this Agreement.

8. Time Records

The Physician will keep time records, which will reflect the hours worked and duties performed under and in accordance with the terms of this Agreement.

9. Ownership of Records

All records relating to District students, District personnel and the performance by the Physician under the terms of this Agreement are and will remain the property of the District both during and after the term of this Agreement. However, the Physician will be entitled to reasonable access to those records, during normal business hours, upon written request submitted to the District.

10. Compliance with Laws

Performance under the terms of this Agreement by the Physician and the District will comply with all federal, state and local laws and regulations including, but not limited to, professional ethics and standards as enunciated by the New York State Education Department, the American Medical Association and the American Hospital Association.

11. Insurance

As an independent contractor, the Physician will not be covered by insurance maintained by the District. Therefore, the Physician will maintain, at his own expense, such liability and malpractice insurance necessary to insure against any loss resulting from any act or omission on the part of the Physician relating to performance by them under the terms of this Agreement, and necessary to insure the indemnity obligation contained in paragraph 15 below. The policy limits shall be at least \$1,000,000 per claim and \$3,000,000 annual aggregate. The Physician will provide the District with proof that such insurance is in full force and effect at all times during the term of this Agreement.

13. Termination without Cause

This Agreement may be terminated by either party without cause on 90 days prior written notice to the other.

14. Termination with Cause

The District may, at its option, upon five days prior written notice, terminate this Agreement for cause. In addition, the District may, at its option, upon five days prior written notice, terminate this Agreement in the event of the loss or suspension of any license held by the Physician.

15. Death or Inability to Perform

In the event of the death the Physician during the term of this Agreement, the District may, at its option, terminate this Agreement upon 15 days prior written notice.

In the event that the Physician becomes disabled (i.e., incapable by reason of illness or otherwise of acting as a school physician for a period in excess of 13 weeks), the District may, at its option, terminate this Agreement on 15 days prior written notice, which notice period may run concurrent with the 13-week period. If this Agreement is terminated under paragraph 13, 14, or 15 of this Agreement, the District will pay the Physician for services rendered prior to the date of termination.

16. Indemnification

The Physician will indemnify and hold the District harmless, at all times during and after the term of this Agreement, from all claims, damage, liability and expense, including reasonable legal fees, arising from or in any way connected with a breach by the Physician of any term or condition contained in this Agreement.

The District will indemnify and hold the Physician harmless, at all times during and after the term of this Agreement, from all claims damage, liability and expense, including reasonable legal fees, arising from or in any way connected with a breach by the District of any term or condition contained in this Agreement.

17. Consistent Tax Reporting

The status of the Physician under the terms of this Agreement is that of independent contractor. The Physician will file all reports and returns for tax purposes in a manner required by law and consistent with the terms of this Agreement. Because of the independent contractor status of the Physician, the District will not be responsible for the withholding of income taxes, nor for the payment of FICA taxes, nor for any insurance coverage or other similar benefits required by law to be provided for an employee. The Physician will not in any manner be part of any State retirement system.

18. Confidentiality

In accordance with applicable law and standards of ethics, the Physician will not, during or after the term of this Agreement, use or disclose any confidential information obtained through the responsibilities and services contemplated in this Agreement to any person, firm, corporation, or other entity for any reason or purpose whatsoever.

19. Renewal

At their discretion, the Parties may enter into a successor to this Agreement upon mutually agreeable terms.

20. Miscellaneous

The following provisions will apply to this Agreement:

(a) The paragraph headings contained in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provision of this Agreement.

(b) Several copies of this Agreement may be executed by the parties, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(c) In the event any term or condition of this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior to subsequent to the breach so waived.

21. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Monroe in the State of New York is hereby designated as the place for trial of any action or proceeding arising from or connected with this Agreement.

22. Assignment

This Agreement or any interest herein may not be assigned by either party unless mutually agreed upon in writing.

23. Construction

All understandings and agreements made by and between the parties are merged in this Agreement, which alone fully and completely expresses their agreement. This Agreement may not be changed, terminated, nor any of its provisions modified or waived, except in writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement.

BRIGHTON CENTRAL SCHOOL DISTRICT

Carl Devore, M.D.

By _____
Assistant Superintendent for Administration

EXHIBIT A

BRIGHTON CENTRAL SCHOOL DISTRICT

RESPONSIBILITIES OF SCHOOL DISTRICT PHYSICIAN

I. DISTRICT PERSONNEL

- Perform all physical exams of district employees as requested.
- Provide referrals as requested to other medical or clinical specialists.
- Consult and advise the district on physical, mental or other health related questions regarding individual employees including appropriate diagnostic exam, procedures, and tests.
- Act as liaison as requested between the district and employees physicians.
- Be readily available by phone or email to respond immediately to emergency or urgent medical issues.

II. PREVENTIVE GUIDANCE

- ♦ To survey sanitary and safety aspects of buildings and grounds at the request of the District.
- ♦ To provide inservice training in first aid, hygiene, and food handling at the request of the District.
- ♦ To provide consultative services in matters of health education, public health law and related medical problems, and emergency treatment procedures.