

CONSULTANT AGREEMENT

AGREEMENT by and between the **BRIGHTON CENTRAL SCHOOL DISTRICT** (the "District") and **DR. ROBERT TUIE** ("Physician" or "Dr. Tuite").

WHEREAS, the District is required by law (NYS Education Law §902) to employ a qualified physician to perform the duties of director of health services; and,

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

WHEREAS, the DR. ROBERT TUIE is properly credentialed, licensed and otherwise qualified and willing to provide the services of a director of health services for the District:

NOW THEREFORE, it is agreed as follows:

1. Independent Contractor

Dr. Tuite shall work as an independent contractor for the District. Dr. Tuite agrees to act in such capacity in accordance with the terms of this Agreement.

2. Term

The term of this Agreement shall commence July 1, 2022, and will continue in effect until June 30, 2023, unless terminated sooner in accordance with the terms of this Agreement.

3. Payment

As payment for the performance by the Physician of the obligations under the terms of this Agreement, the District shall pay the Physician the sum \$2,953.89 per month. The monthly compensation shall be payable by the fifteenth (15th) day of each month for performance hereunder during the preceding month.

4. Responsibilities of the Physician

The Physician will provide the District, during the term of this Agreement, with the services of a New York State licensed physician necessary to discharge the duties of director of health services for the District, in the manner and as such duties are described in this Agreement and on the attached Schedule A. In addition to the duties set forth on Schedule A, the Physician shall perform such other duties that are required of a director of health services 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 consultation with the District, and subject to the standards and policies of the District and applicable law. The Physician will be responsible for any and all expenses associated with the performance of the duties described herein including any business and/or travel expenses.

5. Responsibility of the District

The District is responsible for the following:

- (a) Maintenance and repair of all equipment owned by the District which the District normally provides for use by the school physician in the performance of its duties under the terms of this Agreement; and
- (b) Provide 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 duties under the terms of this Agreement. All other necessary equipment and supplies will be furnished, repaired, and maintained by the Physician.

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 by applicable law to be kept by the school physician will be provided and maintained by the Physician. 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 that relate to performance by the Physician of its obligations under the terms of this Agreement.

8. Ownership of Student 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 to the District.

9. 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.

10. Insurance

As an independent contractor, the Physician will not be covered by liability insurance maintained by the District. Therefore, the Physician will maintain, at his expense such liability and malpractice insurance necessary to insure against any loss resulting from any act of omission on the part of the Physician relating to performance by it under the terms of this Agreement, and necessary to insure

the indemnity obligation contained in paragraph 14 of this Agreement. The policy limits shall be at least \$1,000,000 per claim and \$3,000,000 annual aggregate. The Physician will notify the District at least thirty (30) days in advance if such insurance has been discontinued during the term of this Agreement.

11. Termination without Cause

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

12. Termination with Cause

The District may, at its option, upon five (5) days prior written notice, terminate this Agreement for cause in the event the Physician does not comply with the terms of this Agreement. In addition, the District may, at its option, upon five (5) days prior written notice, terminate this Agreement in the event of the loss or suspension of any license held by the Physician which is necessary to the performance of the duties under this Agreement.

13. Death or Inability to Perform

In the event of the death of the Physician during the term of this Agreement, the District may, at its option, terminate this Agreement upon fifteen (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 Physician for a period in excess of twelve (12) weeks, the District may, at its option, terminate this Agreement on five (5) days prior written notice, which notice period may run concurrent with the twelve (12) week period. If this Agreement is terminated under paragraph 12, 13, 14, or 15 of this Agreement, the District will pay the Physician for services rendered prior to the date of termination.

14. 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 attorneys' 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 attorneys' fees, arising from or in any way connected with a breach by the District of any term or condition contained in this Agreement.

15. 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.

16. 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.

17. Renewal and Extension

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

18. 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 or subsequent to the breach so waived.

19. 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 of trial for any action or proceeding arising from or connected with this Agreement.

20. Assignment

This Agreement or any interest herein may not be assigned by either party.

21. 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.

Robert Tuite, M.D.

Larry Davis
President, Brighton Central School
District Board of Education

BY: _____

Date

Date

Schedule A

BRIGHTON CENTRAL SCHOOL DISTRICT

Responsibilities of School District Physician

I. STUDENT PHYSICALS AND GENERAL CARE

- To provide annual physical examinations for students in grades Kindergarten, two, four, seven, and ten and to ensure examinations provided by student's private physician are adequate.
- To provide physical examinations for student working permits.
- To conduct examinations as a result of referrals by teachers or other staff members.
- To act as liaison between the District and the student's personal physician(s).
- To recommend the exclusion or readmission of pupils in connection with any infections or contagious disease.
- To assist the administration in determining appropriateness of special accommodations for children with bona fide medical needs, such as one-on-one monitors, door-to-door transportation, home instruction, chronic school absenteeism, school refusal, or behavioral and mental health concerns that pose a threat to a student or school community, etc.

II. ATHLETIC PROGRAM

- To examine participants in competitive sports per State Education regulations.
 - To examine athletes after injury and/or severe illness to determine fitness for further competition.
- To serve as team physician in developing return to play protocols, athletic trainer oversight, and emergency sideline management.
- To oversee the district's concussion management program.
- To develop standards for participation in physical education and interscholastic sports for athletes with special health care needs or disabling conditions.

III. SPECIAL EDUCATION

- To conduct examinations as required for Committee on Special Education (CSE) student referrals/reviews.
- To participate as an active member of the CSE per Part 200 Regulations of the Commissioner.
- To be available as a consultant to CSE and liaison between the District and the student's personal physician(s).
- To attend those CSE meetings as required by State Regulations and requested by the District

IV. PREVENTATIVE GUIDANCE

- To survey sanitary and safety aspects of buildings and grounds at the request of the District.
- To provide in-service 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.

V. HEALTH SERVICES PERSONNEL

- To be accessible by nursing staff during school hours for medical supervision and oversight.
- To assist administration in assessing nursing skills on an annual basis.
- To provide nursing staff with a Health Practice and Procedures Manual, with standing orders updated and signed annually.

VI. PUBLIC HEALTH

- To provide timely oversight to issues of public health concern.
 - To be part of a crisis management team, such as pandemic planning, emergency sheltering
- or evacuation of students with special health care needs.
- To assist the administration with nursing staff development programs, parent education meetings, and policy development on matters pertaining to health and safety.
- To advise the district on the validity of requests for medical exemptions to vaccinations.
- To develop and update an Exposure Control Program for blood borne pathogens.