

MEMORANDUM OF AGREEMENT
BETWEEN THE SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT
AND SARATOGA HOSPITAL

WHEREAS, the Scotia-Glenville Central School District (hereinafter "District"), in order to provide the health services to the District mandated by state law, requires the services of a Chief Medical Inspector for the period July 1, 2024 through June 30, 2025, and

WHEREAS, State Education Law S902(1) requires the Chief Medical Inspector be a competent physician legally qualified to practice medicine in this state, and

WHEREAS, SARATOGA HOSPITAL employs, Christopher Buff, D.O., Robert Halbig, M.D. and Audra Hanley M.D., who are competent physicians legally qualified to practice medicine in this state,

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. The District hereby appoints SARATOGA HOSPITAL, and specifically Dr. Christopher Buff, Dr. Robert Halbig and Dr. Audra Hanley to the position of Chief Medical Inspectors for the period July 1, 2024 through June 30, 2025.
2. The District hereby agrees to pay the fee of Three Thousand One Hundred Fifty Dollars (\$3,150.00) per month to SARATOGA HOSPITAL for the services rendered by Dr. Christopher Buff, Dr. Robert Halbig and Dr. Audra Hanley during the period July 1, 2024 through June 30, 2025, for a total of Thirty-Seven Thousand Eight Hundred Dollars (\$37,800) for the twelve (12) month period.
3. Chief Medical Inspector SARATOGA HOSPITAL MEDICAL GROUP, and specifically Drs. Buff, Halbig and Hanley agree to provide the following services:

A. Student Health Examinations

To make careful health examinations of all pupils in the six district schools as well as Mekeel Christian Academy in grades 1, 3, 5, 7, 9 and 11, as well as all new entrants, including Pre-K and Kindergartners who do not present a personal healthcare provider's certificate, and to also reexamine such pupils when necessary as scheduled by the respective school nurses.

B. Annual Sports Physicals

To arrange with the Director of Athletics and/or District Nurse Coordinator for annual sports clearances at the middle school and the high school in the months of May and June, and other times deemed necessary annually. Sufficient medical personnel and adherence to the time schedule should be provided for when examinations are scheduled. If a student submits a personal healthcare provider's certificate that has a system review that is within normal limits and can participate in full activity without restrictions including Physical Education and Athletics, the student may participate without co-sign from school chief medical inspectors. The School Nurse will call the school chief medical inspector if outside of the following parameters for age appropriate vital signs:

Age	Heart rate	Respirations	Blood Pressure
5-9 years	65-105	>24	>105/>65
10-13 years	52-105	>22	>110/>72
>13 years	50-100	>20	>120/>80

C. Employee Health Examinations

To examine all school bus drivers (annually), in accordance with 19A procedures. In cases where another physician performs the physical, the school physician will be required to review and pass final judgment on the employee's medical status.

D. Scoliosis Referrals

To review and evaluate referrals made by the school nurse and physical education staff as a result of the annual student scoliosis screening.

E. Attendance at Home Football Games

To attend all home varsity, junior varsity and freshman football games, or arrange for a physician to attend the home games, as scheduled. The district will provide a schedule of home games well in advance of September commencement dates.

F. Consultant for Health Related Problems

To recommend the exclusion or readmission of pupils in connection with an infectious or contagious disease.

G. First Aid

To provide, when practicable, first aid for pupils and/or school employees.

H. Consultant to the Committee on Special Education

To attend Committee on Special Education (CSE) meetings as a consultant when required.

I. Special Physical Examinations of Classified Students

To provide physical examinations of students as requested by the CSE or CPSE chairperson, when an individual student has no access to a family physician.

J. Special Therapy Prescription for Classified Students

To prescribe occupational therapy and/or physical therapy for students referred by the CSE or CPSE chairperson. Such prescriptions shall be entered through eMed-NY.

K. In-service Program for School Nurses

To provide, from time to time, an in-service program for school nurses and/or other health staff for the purposes of continuing education.

L. Other

To perform such other duties as Medical Inspector as may be described in the State Education Department bulletins covering the service as school physician and such additional duties as the Board of Education may from time to time require.

M. Legal

During the term of this agreement, Chief Medical Inspectors SARATOGA HOSPITAL MEDICAL GROUP shall maintain professional liability insurance (malpractice insurance) covering their provision of services under this agreement in amounts of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Chief Medical Inspectors SARATOGA HOSPITAL MEDICAL GROUP shall indemnify and hold the District, its governing board, officers and employees harmless from and against every claim or demand which may be made by any person or entity arising from or caused by the acts or omissions of Chief Medical Inspectors SARATOGA HOSPITAL MEDICAL GROUP, specifically, Drs. Buff, Halbig and Hanley in connection with their performance of services under this agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of the District or its employees. Chief Medical Inspectors SARATOGA HOSPITAL MEDICAL GROUP, specifically, Drs. Buff, Halbig and Hanley agree to comply at all times with the requirements of the Family Educational Rights and Privacy Act and New York Education Law Section 2-d and any regulations promulgated thereunder with respect to their provision of services pursuant to this agreement. Notwithstanding any provision hereof, Chief Medical

Inspectors SARATOGA HOSPITAL MEDICAL GROUP, specifically Drs. Buff, Halbig and Hanley, on the one hand, and the District, on the other hand, are independent entities, and Chief Medical Inspectors SARATOGA HOSPITAL MEDICAL GROUP, specifically Drs. Buff, Halbig and Hanley shall not be considered to be employees of the District in any regard. Chief Medical Inspectors SARATOGA HOSPITAL MEDICAL GROUP, specifically Drs. Buff, Halbig and Hanley shall be responsible for the payment of all applicable federal, state or local withholdings or similar taxes with respect to their receipt of compensation from the District, and the provision of workers' compensation, disability insurance or other rights and benefits required under the law. Chief Medical Inspectors SARATOGA HOSPITAL MEDICAL GROUP, specifically Drs. Buff, Halbig and Hanley shall not be eligible to participate in any of the District's employee benefit plans, fringe benefit programs or other similar programs or receive any statutory benefit that the District is required to provide to its employees.

This agreement may be terminated by the mutual written agreement of the parties or by the District without cause upon 30 days written notice given to the other party.

This agreement will remain in effect from July 1, 2024, through June 30, 2025.

WHEREIN, the parties have affixed their signatures on the _____ day of July 2024.

Saratoga Hospital Medical Group

President, Board of Education
Scotia-Glenville Central
School District

Christopher Buff, D.O.

Robert Halbig, M.D.

Susan Swartz
Superintendent of Schools

Audra Hanley, M.D.