



DEFINING EXCELLENCE

Board Meeting Date: February 13, 2023

Title: Contract for Independent School District 273 and a Medical Advisor Agreement with Dr. LeAnn Hutchinson.

Type: Consent

Presenter(s): Jody Remsing

Description: The purpose of this Agreement is to create a Medical Advisor Agreement between ISD 273 and Dr. LeAnn Hutchinson.

Recommendation: Approve the attached Medical Advisor Agreement with Dr. LeAnn Hutchinson

Desired Outcomes from the Board: Approve the attached Medical Advisor Agreement with Dr. LeAnn Hutchinson.

Attachments: Medical Advisor Agreement with Dr. LeAnn Hutchinson

MEDICAL ADVISOR AGREEMENT

This Agreement is entered into by and between Independent School District No. 273, Edina Public Schools ("District") and Dr. LeAnn Hutchins, M.D. ("Provider").

WHEREAS, Provider is a duly licensed board-certified medical doctor willing to volunteer with the District as a Medical Advisor; and

WHEREAS, the District would like to enter into a contractual relationship with the Provider for her consultation and advice regarding medical issues that arise in the school setting;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement, the parties agree as follows:

1. **TERM.** This Agreement will take effect on the last date it is signed by the parties and will end on July 31, 2023, unless either party terminates the Agreement earlier. Either party may terminate this Agreement at any time (but not retroactively), for any reason, by giving fourteen days' written notice to the other party.
2. **SERVICES.** During the term of this Agreement, Provider agrees to furnish to the District advisory and consultative services defined as follows:
 - a. Consult with the school health services supervisor on an ongoing basis to plan, review, evaluate, and revise school district policies related to student health and wellness;
 - b. Consult with the school health services supervisor in the development and revision of nursing protocols for the assessment and management of students' health care problems;
 - c. Provide consultation and, when appropriate, medical direction to the school Health Services Supervisor regarding in-school management of student medical problems;
 - d. Provide standing orders for medications and medical treatment;
 - e. Review individual student health records as required; and
 - f. Consult with school personnel on issues such as health exemptions, outplacements, requests for homebound services, etc.

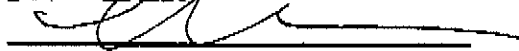
3. **RELATIONSHIP.** Provider is a volunteer for all purposes. The parties are not entering into an employment agreement or an employee-employer relationship. Nothing in this Agreement may be construed as creating an employment relationship, a partnership, a joint venture, or a joint enterprise between the District and Provider.
4. **PAYMENTS.** The work performed by the Provider will be performed pro-bono. The Provider understands that the scope of the Provider's relationship with the District is limited to a volunteer position and that no compensation is expected in return for services provided by the Provider. The Provider also understands that the District will not provide any benefits traditionally associated with employment to the Provider. The Provider is responsible for her own medical insurance coverage in the event of personal injury or illness as a result of the Provider's services to the District. The Provider acknowledges that the District does not assume any responsibility for or obligation to provide the Provider with financial or other assistance including, but not limited to, medical, health, or disability benefits or insurance of any nature in the event of injury, illness, death or damage or loss to property, or malpractice insurance. The Provider expressly waives any such claims for compensation or liability on the part of the District beyond what may be offered freely by the District in the event of such injury or medical expenses incurred.
5. **LICENSURE AND INSURANCE.** Provider represents and warrants that she is a duly licensed and board-certified medical physician who is in good standing with her licensing body and has not been the subject of professional discipline. Provider further represents and warrants that she carries at least one million dollars professional medical malpractice insurance and that the policy is in good standing and will be maintained during the entire term of this Agreement.
6. **INDEMNIFICATION.** The Provider agrees to hold the District harmless with respect to all claims and expenses arising out of, or resulting from, the negligence or omission of the Provider while furnishing services to the District.
7. **PRIVATE AND CONFIDENTIAL INFORMATION.** In providing services for the District, Provider may have access to data that are classified as private or confidential under federal or state law. Provider must maintain the confidentiality and privacy of all data accessed, gathered, created, or maintained as a result of performing services for the District, including advice provided to the District, and Provider must not disclose such data without written authorization from the District's Superintendent or its School Board, unless disclosure is specifically required by law or by court order. Provider must comply with the Minnesota Government Practices Act ("MGDPA") and the Family Education Rights Privacy Act ("FERPA"), and must maintain and safeguard all data in compliance with all

statutory provisions applicable to the data. No physician-patient or similar privilege will be created as a result of this Agreement or as a result of, or in connection with, this Agreement. All data that are accessed, gathered, created, or maintained pursuant to this Agreement are governed by the MGDPA and FERPA.

8. **COVENANT OF DILLIGENCE AND GOOD FAITH.** Provider agrees to provide services to the District diligently and in good faith. Provider must comply with all federal and state laws and with all policies and rules of the District.
9. **CHOICE OF LAW AND SEVERABILITY.** This Agreement is governed by the laws of the State of Minnesota. If any part of this Agreement is construed by a court to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.
10. **WAIVER AND EQUAL DRAFTING.** Waiver by either party of any term or condition of this Agreement will not constitute a waiver of any other term or condition of this Agreement. If either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. Neither the District nor Provider has relied on any statements, promises, or representations that are not stated in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbooks or policies. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS THEREOF, the parties have entered into this Agreement on the dates recorded by their signatures.

PROVIDER



LeAnn Hutchison, M.D.

2/1/2023

Date

INDEPENDENT SCHOOL DISTRICT NO. 273, EDINA

School Board Chair

Date

School Board Clerk

Date