MEMORANDUM OF UNDERSTANDING

Medical Advisor

This Memorandum of Understanding (MOU) between the School District of Tomahawk (hereinafter referred to as "District") and <u>Robyn Schertz</u> (hereinafter referred to as "Physician"), **W4980 Osero Lane**, is effective for the 2024-2025 school year and subsequent school years until terminated by either party as provided herein.

- As agreed upon by the parties, Physician will function as the District's physician consultant in a volunteer capacity
 and will provide the following services through participation on a Medical Advisory Team that will meet 2x per
 year:
 - a. Provide prescription for EpiPens as necessary;
 - b. Act as a school health consultant.
 - c. Participate in the development and/or revision of emergency nursing policy and other health services as needed;
 - d. Consult in the prevention, identification and control of disease processes among the school-age population with the Lincoln and Oneida County Health Departments;
 - e. Assist as needed with communication between the District and local primary care physicians and clinics both in matters concerning individual students and in the general operation of the District's health services. Protection of physician/patient confidentiality will be maintained and HIPAA/FERPA releases will be obtained as required by applicable statutes.
- 2. The parties acknowledge that no term or condition of this MOU is contingent on or variable with the volume or value of referrals or other business generated between the parties or making arrangements for referrals.
- 3. Physicians providing services under this MOU shall be duly licensed and certified to practice in the State of Wisconsin and shall remain in good standing with the Department of Regulation and Licensing.
- 4. Notwithstanding any insurance carried by Physician, District shall indemnify, defend, and hold Physician harmless from all claims, loss, damage or injury of any kind or character arising from the performance of all terms and responsibilities under this MOU by the District, its agents, or employees, or caused by or arising from any act or omission of the District, its agents, or employees. This provision shall survive the termination of this MOU.
- 5. This MOU may be terminated by either party, at any time, with or without cause by providing the other party with sixty (60) days advance written notice to the addresses provided with each signature. Upon termination of the MOU, for any reason, neither party shall have any further obligation, except for obligations accruing prior to the date of termination.
- 6. This MOU represents the entire understanding between the parties regarding the subject matter hereof. This MOU shall not be amended, altered or modified except by a written instrument signed by both parties.

The signatures below indicate agreement from all parties regarding the content of the MOU.

School District of Tomahawk

1048 E King Rd.

Tomahawk, WJ 54487

Robyn Schertz

W4980 Osero Lane

Tomahawk, WI 54487

District Representative

Wendell Quesinberry

Physician Name

Robyn Schertz, MD

District Administrator

8/12/2025