

# CONTRACT FOR PERSONAL SERVICES

BETWEEN

DOUGLAS PUBLIC SCHOOLS

AND

DR. ELIZABETH T. SIRACO

This contract is made and entered into by and between the Douglas Public School district, hereinafter referred to as the "District", and Dr. Elizabeth T. Siraco, hereinafter referred to as "School Physician".

1. The purpose of this contract is to retain the services of Dr. Elizabeth Siraco as School Physician for the district.
2. Scope of Work - The School Physician, in exchange for the compensation paid by the District under this contract, agrees to provide the following services:
  - a. Consultation on the development of policies pertinent to the health and safety of the school, e.g. emergency care plan, first aid program, bee sting protocol, HIV/Aids protocol, environmental safety, athletic safety, Automatic External Defibrillators (AED's) protocol.
  - b. Collaborate with the School Nurses, school administrators, and other pertinent school personnel, as well as the Department of Public Health, to develop and implement a program of immunization against communicable diseases and control of other infectious illnesses, e.g. blood borne illnesses, parasitic diseases, and tuberculosis; assists in developing policies on the exclusion and readmission of students based upon the aforementioned conditions.
  - c. Consultation regarding medication administration, including non-prescription medications.
  - d. Review and approve standing medical orders for emergency medications.
  - e. Oversee the purchase of supplies that requires a medical doctor's license.
  - f. Consults with the School Nurses on an as-needed basis.
  - g. Consults with school administrators and other school personnel as needed.

3. Qualifications
  - a. Minimum qualifications
    - i. A license to practice medicine in the Commonwealth of Massachusetts (MGL Ch. 71, Section 53B). A copy must be provided to the district prior to July 1 each fiscal year. This should include the DEA number.
    - ii. Knowledge about the health needs of adolescents
  - b. Additional preferred qualifications
    - I. Board certified or board eligible in pediatrics or family practice with additional education in the subspecialty of adolescent medicine.
4. The period of performance under this contract will be from July 1, 2021, or date of execution, whichever is later, through June 30, 2022.
5. The District will pay the School Physician a \$3,500 stipend for services. The stipend is due and payable in two installments; one half on or before December 31, 2021 and the remaining half on or before June 30, 2022. The School Physician will invoice the District for said payments at least 3 weeks prior to due date.
6. Termination of Contract
  - a. Termination without Cause
    - i. The District may, in its sole discretion, terminate the contract by providing the School Physician a written notice of contract termination.
    - ii. The School Physician may terminate the contract upon providing the District thirty (30) days written notification of contract termination.
  - b. Termination for lack of Authority
    - i. The District may terminate the contract if any license, permit, or certificate required by law or rule, or by terms of this contract, is for any reason denied, revoked, suspended, or not renewed.
7. Insurance
  - a. The School Physician shall provide medical malpractice coverage, which shall be maintained in full force and effect during the term of this contract. The intent of the insurance coverage is to protect the District should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the School Physician while performing under the terms of this contract.
  - b. The insurance required shall be issued by an insurance company authorized to do business within the Commonwealth of Massachusetts.
  - c. The School Physician shall submit to the District prior to the execution of the contract a certificate of medical malpractice insurance that outlines the coverage and limits. The School Physician shall submit renewal certificates, as appropriate, during the term of the contract.

8. The District and the School Physician agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state, and local laws, rules and regulations.
9. This contract represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.
10. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms in unaffected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.
11. This contract shall be subject to the written approval of the District's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by the written amendment executed by both parties.
12. This CONTRACT is executed by the persons signing below, who warrant that they have the authority to execute the contract.

DR. ELIZABETH SIRACO

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DOUGLAS PUBLIC SCHOOLS

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_