



THE PHYSICIAN CONSULTANT—SCHOOL DISTRICT MEDICAL ADVISORY AGREEMENT

In the past, a vague and informal “gentlemen’s agreement” was all that was necessary for a school district to secure the consultative services of a local physician. This is, however, often no longer the case, nor should it be. For many reasons, essentially all aspects of the provision of health services in the school setting have become more complex and exacting than ever before. This change has significantly affected the job of the physician consultant, and the relationship that the consultant has with the leadership of the school district. Strictly speaking, Wisconsin school districts need only involve a physician medical advisor in the formulation of the emergency medical response protocols (see Standard G). However, a school district will likely wish to fully take advantage of the expertise of its medical advisor in addressing a broader range of health issues which confronts schools. In these situations, questions arise concerning the details of the relationship between the medical advisor and the school, including hours of service duties, work facilities, personnel, compensation, and legal consideration. As with any other business arrangement, the terms of the physician’s working relationship with the school district are best addressed in a written memorandum of understanding (MOU) or contract agreed upon at the beginning of the relationship.

ELEMENTS

The elements of the MOU or contract are those major items which define the working relationship of the physician and the school district. The MOU or contract must address each of these, although the specifics will vary considerably from case to case.

Elements of a Memorandum of Understanding (MOU) or Contract

1. Possible Duties and Activities:
 - a. Advisory
 - b. Consultation for Children with Special Health Care Needs
 - c. Direct Patient Care
 - d. Advocacy and Mediation
2. Time Commitment
3. Compensation
4. Equipment, Physical Plant, Staffing, Extra Services, and Reimbursement of Expenses
5. Legal Issues

Possible Duties and Responsibilities

A physician consultant’s duties may be advisory, may involve direct patient care, or extend to advocacy and mediation.

Advisory activities could include:

- The development of an emergency care policy and procedural guidelines, including recommendations concerning staffing and training.
- Consult in the prevention, identification, and control of infestations and infectious/communicable diseases.
- Consult on issues related to the school environment and physical plant.



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- Development/revision of district health care record-keeping and documentation procedures.
- Development of sports medicine policies and procedures.
- Establishment of a school-based or school-linked health system.
- Review of health appraisal screening guidelines in the school setting.
- Review of crisis management and pandemic mitigation plans.
- Evaluation of the efficacy of nursing and health services.

Consultation in the evaluation and planning process for students with significant medical problems:

- Review emergency action and individual health care plans of medically fragile students.
- Interpretation of medical records as may be necessary to determine appropriate educational placement and services for students with section 504 accommodation and individual educational programs.
- Review of procedures for dealing with illness, injury, and medication administration.
- Consult with the school nurse regarding the safety of delegation to school personnel.

Direct patient care activities might include:

- Evaluation of students with significant chronic or acute medical problems, possibly including emergency care.
- Evaluation of students to assist in the determination of need for an individualized education plan or other special education services.
- Identification of students, faculty, or staff with health problems requiring medical referral.
- Provision and/or supervision of medical care at athletic practices and events.
- Provision and/or supervision of medical care in a school-based or school-linked setting.

Advocacy and mediation activities could include:

- Facilitating communication between the school district and local primary care physicians and clinics, both in matters concerning individual students and in matters of the general operation of the district's health services.
- Facilitate appropriate IEP's outcomes by acting as an advocate within the school system for students with special needs, and a liaison between the school district and the student, his family and primary care physician.
- Serving as an expert medical witness on the school district's behalf, if it is deemed appropriate to do so.

Time Commitment

The time required of the school district medical advisor will obviously vary with the scope of the duties undertaken. It is up to both parties—the physician and the school district—to be candid and realistic about their expectations in this regards. Centering the discussion on the actual needs of the district is a better approach than to simply say, “The district would like a medical advisor for two hours a month,” or, “I can’t give more than two hours a month to this school job.” It gives the



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physician a better picture of what the job actually entails, and would also enable the physician and district to consider other means by which the needs of the school district could be met.

Compensation

It is entirely reasonable for the medical advisor to be paid for the service he/she provides the school district. Both the amount and the manner of compensation will vary according to the medical advisor's specific duties. It may be a yearly salary, fee-for-service, or according to hourly weekly, or monthly rates. Many medical advisors perform medical advisor services to schools on a volunteer or "pro-bono" basis.

Equipment, Physical Plant, Staffing, Extra Services, and Reimbursement of Expenses

The physician and the school district should have a clear MOU or contractual understanding of what each is expected to provide in terms of the above-captioned items. The physician may be expected to interact with many people within the school district, but the district should provide a specific contact person for the physician. An agreed-upon policy regarding reimbursement of expenses should also be a part of the contract, if applicable.

Legal Issues

The physician medical advisor and the school district should have a clear understanding regarding such things as malpractice coverage, communication with the school district, physician as an independent contractor vs. employee of the school district, ownership of medical records generated within the school system, and contract termination.

- *Malpractice coverage* needs to be secured for the duties and activities of the medical advisor. There is often a distinction made by malpractice insurance carriers between licensed physicians acting as medical advisors for a school district versus medical directors of an institution or agency. The licensed physician will need to investigate malpractice coverage with their insurance carrier and inform the school district of any additional costs incurred.
- *Communication between physician and school district personnel* needs to be confidential and in agreement with Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA). School personnel should discuss specific student's health care concerns without disclosing the name of the student. If during discussions, the identity of the student becomes clear based on the details of the situation to the physician, the physician may not redisclose the information to any other party.
- The school district and physician need to determine whether the *medical advisor will be acting as an independent contractor or a school district official*. The advantage of the medical advisor designation as a school district official is that confidential information may be shared in order to ensure the health and safety of the student. Again, confidential information may not be redisclosed to any other party.



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- *Ownership of medical records* is an area that needs clarification between the school district and the medical advisor. Any medical records generated in the school become a pupil and patient health care record and must be maintained by the school district for 5-7 years.

CONCLUSION

From the physician's standpoint, success as a school district medical advisor depends on the same qualities as a successful practice—ability, accountability, affability, affordability and availability. A well thought-out MOU or contract can ensure a sound business relationship between the physician and the school district, and as a result, improve student care and communication between parties.