



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: Aug 21, 2019

Purpose: Presentation/Report Recognition Discussion/ Possible Action

Closed/Executive Session Work Session Discussion Only Consent

From: Denise Orosco, Executive Director of Student Support Services

Item Title: Agreement between Dr. Shaylon Rettig, MD and SSAISD Health Services Department

Description:

Approve the yearly agreement with Dr. Rettig to provide consultation services to the nursing staff as requested by the Student Health Services Coordinator Diane Olivo. Services are not to exceed the amount of \$5000.00.

Recommendation:

Approve Agreement between Dr. Shaylon Rettig, MD and SSAISD Health Services Department

District Goal/Strategy:

Strategy 3 We will develop a strong support system that will provide meaningful and innovative instruction that promotes critical thinking and problem-solving.

Funding Budget Code and Amount:

199-33-6219-00818-0-99-000 (not to exceed the amount of \$5000.00.)

CFO Approval

[Handwritten Signature]

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

[Handwritten Signature]

[Handwritten Date: Aug 12, 2019]

Superintendent:



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agreement for Medical Consulting Services

This is an agreement between South San Antonio Independent School District (SSAISD) and Shaylon Rettig, M.D. ("Physician") with respect to medical consulting services.

I Services

PHYSICIAN, as a licensed medical doctor, agrees to personally consult with SSAISD, as needed on matters of medicine and in accordance with the services listed in Addendum A hereto. PHYSICIAN's services shall be performed in a manner satisfactory to SSAISD.

SSAISD may discontinue PHYSICIAN's consulting services to SSAISD, with or without cause, at any time. PHYSICIAN may terminate this agreement, with or without cause, by providing SSAISD with thirty days' written notice of same to:

Superintendent of Schools
5622 Ray Ellison Boulevard
San Antonio, Texas 78242

II Compensation

The SSAISD shall pay PHYSICIAN the sum of \$5,000.00 per year for consultation services rendered under the agreement, payable as follows: divided into 2 payments per year first payment to be paid in December 2019 and the second payment to be paid in May 2020; and PHYSICIAN shall only be paid compensation for satisfactory work completed, as determined by SSAISD.

III

Third Party Payor

While performing services as defined in this agreement, PHYSICIAN and SSAISD agree that no billing of physician services to third party payors will occur. In the event that referrals are made to the Physician's practice, the practice will be responsible for billing these professional services.

IV

Term

This agreement shall be in effect beginning August 1, 2019 and continuing through July 31, 2020, unless terminated earlier by either party in accordance with Paragraph I (Services).

V

Insurance

PHYSICIAN shall carry minimum professional liability insurance coverage for personal injury and/or death caused, in whole or in part, by PHYSICIAN for medical services/consulting services under this agreement. The professional liability insurance shall be in the amount of at least \$500,000 for individual occurrence and with limits of at least \$1,000,000 aggregate damage.

VI

Indemnification

Unless otherwise prohibited by law, PHYSICIAN hereby agrees to indemnify and hold harmless SSAISD from and against all claims, actions, damages and/or judgments against SSAISD because of alleged death, injury or damage of person, property of another and caused in whole or in part by the negligent acts and/or omissions of PHYSICIAN and/or PHYSICIAN's volunteers, servants, agents and or employees in providing services under this agreement.

VII

Regulation

SSAISD is subject to the requirements of various local, state, and federal laws, rules, and regulations. Any provision required to be in this Agreement by any of the above shall bind PHYSICIAN and SSAISD whether or not provided herein.

VIII

Assignment

This agreement is not assignable by any party without prior written consent of the other. Any assignment without such written consent shall be void and have no force and effect.

IX

Control

PHYSICIAN shall not be an employee or agent of SSAISD under this agreement. PHYSICIAN shall not be entitled to employee benefits of any kind, including, but not limited to, pension, worker's compensation, retirement, leave, health, and other such benefits. SSAISD shall not deduct Federal Income Taxes, FICA, or any other taxes required to be deducted by an employer. PHYSICIAN acknowledges that he shall be solely responsible for such taxes.

PHYSICIAN shall exercise professional judgment with respect to all services provided under this agreement. While PHYSICIAN shall not be under control and direction of SSAISD, the services contemplated hereunder shall be given in consideration of and in cooperation with the goals, objectives, and mission statement of SSAISD and related health services provided to SSAISD students and employees.

5/9/19

Date

Shaylon Rettig M.D.

Shaylon Rettig M.D.

Date

Superintendent of Schools

ADDENDUM A

Types of Services:

1. To provide in-district consultation services to nursing staff as needed.
2. To assist in organizing in-service programs.
3. To conduct other physical examinations as requested by the Student Health Services Coordinator.
4. To serve as a medical advisor for the Student Health Services Coordinator.
5. To issue standing orders at the beginning of the contract year for Student Health Services Staff.
6. To be available by phone for issues concerning the Student Health Services Department and respond in a timely manner.
7. To serve as a liaison between the Student Health Services Department and other physicians.
8. To review and advise district policies and procedure with Student Health Services Coordinator.
9. To be available when necessary to attend School Board Meetings when concerning the Student Health Services Department.



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