



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: May 15, 2024

Agenda Section: Consent

Agenda Item Title: Approve the continued Agreement for medical consulting Services with Dr. Shaylon Rettig MD and SSAISD Health Services Department

From/Presenters: Millicent Marcha, Chief Academic Officer
Diane Olivo RN BSN, Health Services Coordinator

Description: The memorandum of Agreement between Dr. Shaylon Rettig MD and South San Antonio ISD Student Health Services. The cost is not to exceed \$5000.00 per academic year for his professional services. It is dispensed in two payments. His utilization of services varies but has provided guidance for appropriately 15 times this academic year. This is to include the reinitiated standing order for 2024-2025 and to review and update protocols as needed. His primary roles are as follows: to provide consultation services to the nursing staff, conduct sports physicals examinations as needed, serve as a medical advisor, issue updated yearly medical standing orders, serve as liaison between Student Health Services and other physicians, and review and advise on district policies and procedures with Student Services Coordinator. Lastly, when necessary to attend School Board meetings concerning topics for the Student Health Services Department. It is required that a Licensed Physician provide standing orders for nursing staff to safely administer over the counter medications per the Texas Board of Nursing 15.5

Historical Data: Continued partnership Agreement for medical consulting Services with Dr. Shaylon Rettig MD and SSAISD Health Services Department.

Recommendation: Approve the memorandum of agreement between the two parties Dr. Shaylon Rettig MD and SSAISD Health Services Department.

Purchasing Director and Approval Date: Victoria Cantu /

Funding Budget Code and Amount: 199E 33 6219 00 817 0 99 000 \$ 5000.00

Goal: 4. SSAISD will ensure all students are provided a learning environment centered on their well-being that impacts their learning and success.



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

1450 Gillette Boulevard

San Antonio, Texas 78224

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 2024 and the second payment to be paid in May 2025; 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 responsible for billing these professional services.

IV

Term

This agreement shall be effect beginning August 1, 2024 and continuing through July 31, 2025, unless terminated earlier by the either party in accordance with Paragraph I (Services).

V

Insurance

PHYISCIAN 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.

4/10/24

Date

Shaylon Rettig M.D.

Shaylon Rettig M.D.

Date

Superintendent of Schools



**South San Antonio ISD
Department of Student Health Services
1450 Gillette Boulevard
San Antonio, Texas 78224
210-977-7033**

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 examination 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 order 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 Service Department and other physicians.
8. To review and advise district policies and procedures with Student Health Service Coordinator.
9. To be available when necessary to attend School Board Meetings when concerning the Student Health Services Department.