



TH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: June 17, 2020

- Purpose: Presentation/Report Recognition Discussion/ Possible Action
- Closed/Executive Session Work Session Discussion Only Consent

From: Diane Olivo, Health Services Coordinator

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

Description: This is an agreement between SSAISD and Shaylon Rettig, M.D., MBA with respect to medical consulting services. Dr. Rettig’s primary goals are as follows: to provide consultation services to the Nursing staff as needed, conduct physical examinations as requested by the Students Health Services Coordinator, 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. It is required that a Licensed Physician provide standing orders for nursing staff to safely administer over the counter medications per the TX Board of Nursing 15.5. Lastly, when necessary Dr. Rettig will attend School Board Meetings concerning topics for the Student Health Services Department.

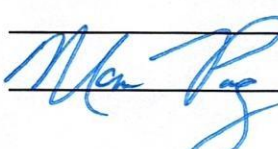
Historical Data: The Board approved this same agreement with Dr. Rettig last year on August 21, 2019.

Recommendation: Approve the agreement between Dr. Shaylon Rettig, MD and the SSAISD Health Services Department

District Goal/Strategy:

Strategy 4 We will build partnerships with businesses and the community to promote parental involvement, support opportunities for student success, and increase student attendance and enrollment.

Funding Budget Code and Amount: 199 33 6219 00 817 8 99 000 -- Not to exceed \$5000.00

APPROVED BY:	SIGNATURE	DATE
Chief Officer:	_____	_____
CFO Funding Approval:	_____	_____
Superintendent:		6.10.20

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., MBA (“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 Health Services.

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

1540 Gillette Blvd.

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 2020 and the second payment to be paid in May 2021; 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 effective beginning August 1, 2020 and continue through July 31, 2021, unless terminated earlier by either party in accordance with Paragraph I (Services).

V

Insurance

PHYSICIAN shall carry minimum 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 occurrences 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 employees in providing services under this agreement.

VII

Regulations

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.

Signature: Shaylon Rettig, M.D., MBA

Date

Signature SSAISD Superintendent of Schools

Date

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 Health Services Coordinator.
4. To serve as a medical advisor for the Health Services Coordinator.
5. To issue standing orders at the beginning of the contract year for Health Services Staff.
6. To be available by phone for issues concerning the Health Services Department and respond in a timely manner.
7. To serve as a liaison between the Health Services Department and other physicians.
8. To review and advise district policies and procedures with Health Services Coordinator.
9. To be available, when necessary, to attend School Board Meetings concerning the Health Services Department.