

REQUEST FOR PROPOSAL

“SCHOOL PHYSICIAN/MEDICAL CONSULTANT”

PROPOSAL DUE DATE: October 30, 2020

NOTICE OF REQUEST FOR PROPOSALS

Purpose of the RFP: This request is for the purpose of selecting a qualified and experienced physician to act as a school physician/medical consultant for the Sandy Creek Central School District for the 2020-2021, 2021-2022, 2022-2023 and 2023-2024 school years.

School needs:

- Attendance at CSE meetings, as requested by the District
- Provide CSE team with medical advice and recommendations regarding medical records
- Consultation on medical issues affecting the student body or employee staff
- Consultation on health related documentation
- Provide referrals to medical specialists where appropriate
- Provide guidance to the District when conflicts of interest exist for the District’s primary school physician, as requested by the District

Requirements for Proposal: The Proposal will clearly state the hourly fee to be charged to the District for the physician’s service. Overall qualifications, hourly cost, and compliance with the requirements of the District will be used during the evaluation of the Proposer selection.

The response to the Request for Proposal must be received no later than 12:00 PM, October 30, 2020, in the Sandy Creek Central School District’s Business Office, which is located at:

Sandy Creek Central School District
Attn: Business Office “RFP Physician”
PO Box 248 - 124 Salisbury Street
Sandy Creek, NY 13145

The proposal shall be in a sealed envelope labeled “School Physician Proposal.”

A formal Request for Proposals (“RFP”) will be available September 25, 2020, on the Sandy Creek Central School District website: www.sandycreeksd.org under the link for RFP/Bid proposals. No Proposal shall be considered unless the physician/organization making the Proposal has first obtained a copy of the RFP. Specific requirements are provided in the RFP. For questions or assistance, please email Shelley Fitzpatrick at sfitz@sccs.cnyric.org

Board of Education Process: The Board of Education reserves the right to reject any or all Proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional Proposals.

I. OVERVIEW

The Sandy Creek Central School District (“District”) is seeking proposals from interested persons and/or medical groups for the provision of alternative School Physician Services and medical consultation to the Board of Education. The successful respondent will provide physician services consistent with the services outlined in the Request for Proposals for the Sandy Creek Central School District

The specifications included herein will become part of the Contract agreed to between the Board of Education and the school physician. (Please see appendix A for Addendum to Parent’s Bill of Rights)

To be considered, the proposal must be received by the Purchasing Agent no later than 12:00 PM on October 30, 2020. Since this is a Request for Proposals, there is no public opening of the proposals. The District reserves the right to reject any or all proposals submitted, to negotiate with any firm submitting a proposal, or to select a proposal other than that of the firm offering the lowest price to the District.

During the evaluation process, the District reserves the right, where it may serve the District best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the District, individuals or medical groups submitting proposals may be requested to make oral presentations as part of the evaluation process. There is no compensation for such presentations, if requested.

II. SCOPE OF SERVICES

A. Term

The District is soliciting the services of qualified interested persons and/or medical groups to provide alternative School Physician Services for the period beginning December 1, 2020 and ending June 30, 2024. At the discretion of the Board of Education, upon recommendation by the Superintendent and with mutual consent, these services may be renewed for two (2) additional years with an annual increase agreed upon by the parties.

B. Scope of Work to be Performed:

1. The school physician shall, for each visit, keep a record of the services provided. Such records will be submitted to the District and kept on file at the school district. Copies of the records shall be provided to school physician upon the request of the school physician.
2. To act as the liaison between the District and the student’s primary health care provider as directed by the District.
3. Review physicals provided by primary care physician and accept or reject. Review of physicals performed by primary care physicians must be billed at the hourly rate with 12 physical reviews equaling one (1) hour of billable service. If rejected, the student must have a physical performed by the District’s School Physician. If a conflict exists between the school physician and the student for this review, the District’s alternative school physician shall review the initial physical.
4. Reviewing physicals provided by Connexcare Inc. (Current District Physician) must be completed, accepted or rejected, and reported back to the District within 72 hours of submission of physicals for review to the school district physician by the District.
5. Be available for consultation with the school nurse, Administration (Superintendent, Business Administrator or Principals) and/or Chairperson of Special Education regarding urgent student medical issues, and/or potential public health issues.

6. Calls made to the district physician by the District employees requesting consultation on a student medical issue must be returned no later than the close of the next business day after which the call was received (3 pm). Urgent calls should be returned as soon as possible after being received.
7. The school physician shall, at the request of the District, assist in the development of Individualized Educational Programs (I.E.P.'s) for each assigned student and in the ongoing evaluation of students and/or student care, attend appropriate meetings and/or hearings relating to student care as the District's representative, and provide the District guidance and advice regarding requests for services, medical records, and/or medical notes related to requests for accommodative services. Such services shall be compensated at the hourly rate.
8. The school physician shall, at the request of the District, assist in the development of appropriate 504 Plans (504's) for each assigned student and in the ongoing evaluation of students and/or student care, attend appropriate meetings and/or hearings relating to student care as the District's representative, and provide the District guidance and advice regarding requests for services, medical records, and/or medical notes related to requests for accommodative services. Such services shall be compensated at the hourly rate.
9. The school physician shall, at the request of the District, be available for consultations requested by school administration and mutually agreed upon medical services, and/or consultations, and/or communications.
10. The District shall provide the School Physician with all student records and information in the District's possession as may be necessary for the School Physician to provide the appropriate level of consultation related to a particular student.
11. Inform the District in writing within 24-hours of any known conflict of interest about any medical matter.

III. DESCRIPTION OF THE DISTRICT

A. Contact Persons

The principal contact with the District for billing purposes will be the Business Administrator. The School Physician will report and answer to the following person(s).

The Superintendent of Schools or his designee

B. Background Information

The fiscal year of the Sandy Creek Central School District begins on July 1 and runs through June 30.

The Sandy Creek Central School District provides educational services for students ages 3 to 21. The Sandy Creek Central School District is located in Oswego County in the State of New York. The District has a population of approximately 800 in-district students. The District has approximately 190 full and part-time employees. The District is governed by a seven (7) member Board of Education. The Sandy Creek Central School District has one main campus that houses an Elementary School (PK-5), a Middle School (6-8) and a High School (7-12). The Elementary School has one Principal and the MS/HS has one Principal for the combined building. The Special Education Department is comprised of a Chairperson of Special Education who is supervised by the MS/HS Principal.

IV. TIME REQUIREMENTS

The following is a list of key dates up to and including the date proposals are to be submitted:

- Request for proposals issued September 25, 2020
- Due date for proposals October 30, 2020
- Board of Education appoints individual/firm November 12, 2020
- Contract Begins December 1, 2020

V. PROPOSAL REQUIREMENTS

Interested persons and/or medical groups shall use the following to format their proposal, and must address each issue in detail. Proposals shall be evaluated based upon the following:

STAFF 10%

- A. Provide the names and resumes of all principal, supervisory and management staff to be assigned to the Sandy Creek Central School District. The interested person(s) and/or medical groups shall provide as much information as possible regarding the qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to the Sandy Creek Central School District.
- B. Provide address and telephone/fax numbers of their principal place of business. Provide evidence of professional licensing in New York State.
- C. The doctor providing school physician services must be licensed physician and medical doctor in the State of New York. Board Certifications in Pediatrics and/or Family Medicine preferred but not required.
- D. Must be willing to sign a collaborative practice agreement (4-NP-form NYSED) for Nurse Practitioners in Itinerant Services (If applicable)
- E. Sandy Creek Central School District reserves the right to approve or reject any employee of the contractor performing services pursuant to this agreement.

EXPERIENCE 30%

- A. Providing school physician services must be licensed physician and medical doctor in the State of New York. Board Certifications in Pediatrics and/or Family Medicine preferred but not required.
- B. Identify key personnel who will provide direct services to the Board of Education, such as, relevant job histories, professional credentials, and related experience, especially in, but not limited to, working with government sector clients and/or clients in the educational setting.
- C. Provide the names of all current and former school district clients, with information on the number of years of service to each, along with the names and telephone numbers of contact persons in each district.
- D. Individuals/Medical Group must provide evidence of business liability/medical malpractice and errors and omissions insurance.
- E. Individuals/Medical Group may have experience with school emergency responses (lockdowns, lockouts, shelter in place, etc.). Individuals/Medical Group should detail their experience with these issues in their proposal.
- F. Individuals/Medical Group shall detail their experience with children/young adults ages 5-21, including children with physical, medical, and emotional disabilities.

LITIGATION, REGULATORY ISSUES AND CONFLICTS OF INTEREST 10%

- A. Provide a description of any regulatory action taken against the firm within the last five years by a regulatory agency, such as the Internal Revenue Service or State Education Department.
- B. Provide a statement verifying that there are no conflicts of interest between the firm and the Sandy Creek Central School.
- C. Identify any litigation brought against the firm during the past five years. Explain any pending litigation that may have a financial impact on your firm.
- D. Provide an affirmation by the firm that it will not delegate or subcontract its responsibilities under an agreement without the express written permission of the Sandy Creek Central School District

PRICE 50%

Complete the “Schedule of Fees” contained in this document.

- A. Hourly Rate for School District Physician Services: The proposal should contain all pricing information relative to performing the School Physician Services as described in this request for proposals. Hourly rates must cover all associated expenses incurred while performing school district physician services.

Included in the hourly rate is the requirement of Section II Scope of Services, Section B Scope of Work to be Performed, #7 and #8; to assist in the development of Individualized Educational Programs (I.E.P.’s) and 504 plans (504’s) for each assigned student and in the ongoing evaluation of students and/or student care, and attend appropriate meetings and/or hearings relating to student care. These services will be performed on an as needed basis assigned by the Superintendent and/or his designee for the Sandy Creek Central School District.

- B. Per Physical review charge: The proposal must contain a price per physical review for all conflict physical reviews performed for the Sandy Creek Central School District. The hourly rate is not applicable for physicals performed as per specifications contained herein.

The District will not be responsible for Individuals/Medical Group expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

- C. **SUBMISSION OF INVOICES FOR PAYMENT FOR SERVICES RENDERED**

The selected physician or firm will adhere to the following requirements when submitting invoices/billing requesting payment for services rendered in accordance with the specifications contained herein:

All invoices for physicals must detail and include the following:

- Student name
- Date(s) of service
- Type of service performed (i.e. consultation, physical review, CSE meeting, etc., etc.)

All invoices for hourly school district physician services must detail and include the following:

- Brief description of services performed
- Start and finish times and associated total billable hours
- Sandy Creek Central School District personnel requesting services
- Date(s) of service

VI. EVALUATION PROCESS

Proposals will be evaluated in accordance with the percentages contained in Section V – Proposal Requirements.

During the evaluation process, the District may, at its discretion, request any one or all Individuals/Medical Group to make oral presentations. Such presentations will provide Individuals/Medical Group with an opportunity to answer any questions the District may have on an Individuals/Medical Group’s proposal. Presentations will be conducted at no cost to the Sandy Creek Central School District

Right to Reject Proposals

Submission of a proposal indicates acceptance by the Individual/Medical Group of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the Individual/Medical Group selected.

The District reserves the right without prejudice to reject any or all proposals.

VII. ADDITIONAL CONTRACT REQUIREMENTS

A. Compliance with Applicable Laws

The successful contractor warrants and agrees that any and all members of its staff who shall have contact with the District’s students shall have the appropriate fingerprinting and background checks in accordance with Part 87 of the Commissioner’s Regulations, prior to rendering the physician services referenced herein. The successful contractor further warrants and agrees that any and all members of its staff shall comply with all applicable State, Federal, public health, and educational laws, including but not limited to FERPA and Section 2-d of the NYS Education Law. The successful contractor must complete and abide by the terms of the Addendum, in which the contractor agrees to comply in all respects with Section 2-d of the NYS Education Law and the Parents’ Bill of Rights. The form of said Addendums are attached to this RFP as Appendix “A” and “B.”

B. Termination

The contract issued pursuant to this RFP will contain a termination clause allowing either party to terminate the contract upon sixty (60) days written notice and allowing the District to terminate the contract upon twenty (20) days’ notice for “good cause.” Contractor’s failure to comply with any material provision of the contract herein shall be deemed “good cause.”

C. Governing Law

Any claims, disputes, or other matters in question between the service provider and the District arising out of or relating to the above, shall be subject to and decided by the laws of the State of New York, and any such claims or causes of action, arising out of or in connection with the scope of service shall be commenced in Supreme Court in the State of New York, Oswego County, New York.

VIII. PROPOSAL SUBMISSION

A. Each Individual/Medical Group shall submit an original proposal to the following address:

Sandy Creek Central School District
Attn: Business Office “RFP Physisian”
PO Box 248 - 124 Salisbury Street
Sandy Creek, NY 13145

The sealed envelope shall be labeled: "School Physician Proposal"

All proposals must be received no later than October 30, 2020 at 12:00 PM Eastern Standard Time (EST). Late proposals may not be opened and may be returned to the sender

B. INDEPENDENT CONTRACTOR AND OBLIGATIONS UNDER THE LAW

The Individual/Medical Group will warrant and represent that it and its' employees shall be independent contractors and not employees of Sandy Creek Central School District. The Individual/Medical Group, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out nor its' employees out as, nor claim to be, an officer or employee of the Sandy Creek Central School District by reason hereof, and that neither it nor its' employees will not, by reason hereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the Sandy Creek Central School District, including but not limited to, the application of the Fair Labor and Standards Act ,provisions related to minimum wage and overtime payment, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the New York State Revenue and Taxation Act, the New York State Worker's Compensation Law, and the New York State Unemployment Insurance Law. Sandy Creek Central School District shall not be liable for any obligations incurred by the Individual/Medical Group, if any, including, but not limited to, unpaid minimum wages and/or overtime premiums.

The Individual/Medical Group agrees that, during the performance of the work required pursuant to this agreement, it and all its employees working under the Individual/Medical Group's direction shall strictly comply with all local, state, or federal laws, ordinances, rules or regulations controlling or limiting in any way, its actions during such performance of the work required by this agreement, including but not limited to the General Business Law, New York State Department of State Rules and Regulations and all local, state and federal health, safety and civil rights laws. Furthermore, each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and this agreement shall be read and enforced as though it were included therein. If, through mistake or otherwise, any such provision is not inserted, then upon the application of either party this agreement shall be forthwith physically amended to make such insertion or correction.

All Individuals/Medical Groups assigned pursuant to the terms of this agreement are required to submit to a fingerprint and criminal history record check pursuant to New York State Law and Part 87 of the State Education Department (SED) regulations (Commissioners Regulations). The fingerprint and criminal records check described above shall be conducted at the expense of the Individual/Medical Group and no services shall be provided by the Individual/Medical Group until such individuals have been approved by SED.

C. INSURANCE REQUIREMENTS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the District as an additional insured on the consultant's insurance policies, with the exception of workers' compensation, NY State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract
2. The policy naming the District as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "secured" insurer, authorized to conduct

business in New York State.

- b. State that the consultant's coverage shall be primary coverage for the District, its Board, employees and volunteers.
3. The District shall be listed as an additional insured for any applicable policy. The decision to accept an alternative endorsement rests solely with the District. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance. The decision to accept an alternative endorsement rests solely with the District.
4. The consultant agrees to indemnify the District for any applicable deductibles.
5. Required Insurance:
 - a. **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for sexual misconduct. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District/BOCES.
 - b. **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
 - c. **Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the district. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
 - d. **Fidelity Bond**

For dishonest acts of the consultant's employees with coverage for computer fraud and fund transfer including client coverage.
 - e. **Umbrella/Excess Insurance**

\$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.
6. Consultant acknowledges that failure to obtain such insurance constitutes a material breach of contract. The consultant is to provide the Districts with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District.
7. The District is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The consultant further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the District's insurer.

QUESTIONS

ALL questions regarding this Request for Proposals MUST be emailed to attn.: Shelley Fitzpatrick on this form at sfitz@sccs.cnyric.org.

No questions will be entertained by any means other than through the use of this page. All questions must be submitted no later than 4 business days prior to the deadline for submission of proposals. Questions received after this time may not be addressed. Each question received will be reviewed and an appropriate amendment will be issued to all interested vendors. There will be no individual response to vendors.

Business Name _____ Date _____

Telephone Number _____ Facsimile Number _____

Email _____

Appendix "A"

PARENTS' BILL OF RIGHTS

PARENTS BILL OF RIGHTS RELATING TO STUDENT DATA

The District, in compliance with Education Law 2-d, provides the following:

1. A student's personally identifiable information will not be sold or released for any commercial purpose;
2. Parents have the right to inspect and review the complete contents of their child's education record. Procedures for reviewing student records can be found in the Board Policy entitled: 5500 Student Records.
3. Security protocols regarding confidentiality of personally identifiable information are currently in place and the safeguards necessary to protect the confidentiality of student data are maintained at industry standards and best practices. The safeguards include but are not limited to encryption, firewalls, and password protection.
4. New York State maintains a complete list of all student data collected by the State and the data is available for public review at www.p12.nysed.gov/irs/privacy.html or by writing to NYSED, 89 Washington Avenue, Albany, NY 12234;
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to: Shelley H. Fitzpatrick, Business Administrator, PO Box 248, Sandy Creek, NY 13145, 315-387-3445.

Contractor acknowledges that it has received the Parents' Bill of Rights and understands its legal obligations as provided therein.

CONTRACTOR

By: _____

Dated: _____

SCHOOL DISTRICT

By: _____

Dated: _____

Appendix "B"

ADDENDUM TO PARENTS' BILL OF RIGHTS

1. ***Exclusive Purposes for which Student Data/Records/Information Will Be Used.*** Use of student data/records/information under this Agreement will be limited to that necessary for Contractor to perform its school physician services related to District students. Such services may require, as appropriate, the necessary review of names and addresses of the student or the student's family members, physicals, and other pertinent information upon request of the District.
2. ***Protective Measures Regarding Third Parties.*** Contractor will ensure that any of its employees, subcontractor or other person or entity with whom the Contractor shares student data/records/information is directed to consult the Parents' Bill of Rights for Data Privacy and Security posted on the District's website.
3. ***Storage of Data/Records/Information.*** Contractor will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information).
4. ***Expiration of Agreement.*** This Agreement expires on June 30, 2024, unless extended under the guidelines of the Agreement. Upon expiration of this Agreement, Contractor will ensure that all student data/records/information are returned to the District. Contractor will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Contractor's email account.
5. ***Parental Challenge to Accuracy of Data.*** In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data/records/information collected by the Contractor, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the school records with the District in accordance with the District's Student Records Policy under FERPA.

Contractor acknowledges that it has received the Addendum to Parents' Bill of Rights and understands its legal obligations as provided therein.

CONTRACTOR

By: _____

Dated: _____

SCHOOL DISTRICT

By: _____

Dated: _____