

**POCANTICO HILLS CENTRAL SCHOOL DISTRICT
REQUEST FOR PROPOSAL
SCHOOL PHYSICIAN SERVICES**

I. PURPOSE

- A. This Request for Proposals (“RFP”) is designed to comply with General Municipal Law §104-b requiring the use of a competitive RFP process to select the professional services of a school physician.
- B. The Pocantico Hills Central School District, hereinafter referred to as the “District” invites said Requests for Proposals from qualified individuals or medical practices to serve as school physician.
- The proposer must be licensed to practice medicine in New York State pursuant to Article 131 of the New York State Education Law.
 - The school physician will be familiar and comply with New York State Education Law Sections 902, 913 and 6902.
 - School physician services may be provided by other qualified health care professionals in the school physician’s office, under the general supervision of the school physician.

II. PROPOSAL REQUIREMENTS

- A. Companies may submit a proposal by **Tuesday, June 26, 2018 at 1 o’clock PM.** Proposals shall be sent to:

Pocantico Hills Central School District
599 Bedford Rd
Sleepy Hollow, NY 10591
Attention: Marianne Heslin

- B. Proposals received after this date and time will be returned unopened to the Company.
- C. Proposals should be submitted in a sealed envelope and clearly marked “REQUEST FOR PROPOSAL: SCHOOL PHYSICIAN”.
- D. Please submit six (6) copies of your proposal.
- E. Incomplete submissions will not be considered for award.

III. BACKGROUND

Pocantico Hills Central School District has rich traditions supported by the Rockefeller family and the close - knit Pocantico Hills community since its inception in 1932. A uniquely wonderful place to live and learn, the grounds are adjacent to Rockefeller State Park Preserve with ready access to both the cultural resources of Westchester County and New York City and the beauty and natural resources of the Hudson Valley countryside. The Pocantico Hills Central School District serves approximately 350 students and includes parts of the towns of Mount Pleasant and Greenburgh.

The District reserves the right to award a contract to the Company whose proposal and any resulting negotiations are deemed to be in the best interest of the District.

IV. SCOPE

The School Physician is expected to provide the following services:

**POCANTICO HILLS CENTRAL SCHOOL DISTRICT
REQUEST FOR PROPOSAL
SCHOOL PHYSICIAN SERVICES**

- A. Conduct annual health examinations, as required State statute, for all students who do not present a physician's certificate;
- B. Conduct physical health examinations of students as required prior to their participation in school athletic programs;
- C. Conduct annual physical health examinations for designated employees, including but not limited to bus drivers;
- D. Serve as an on-call member of the District's Committee on Special Education in accordance with the New York State Education Law and the Federal Individuals with Disabilities Education Act;
- E. Consult with District representatives, parents and students, upon request of the District, with respect to adjustments of the educational program in accordance with the needs of an individual student;
- F. Make recommendations with respect to the exclusion or readmission of students suffering from or exposed to infectious or contagious disease;
- G. Provide health examination of students on their return to school after exclusion because of a reportable infectious disease, if they do not present a certificate from their personal physician;
- H. Provide first aid to students and/or school employees upon reasonable request of the District;
- I. Provide medical services such as standing medical orders and authorization of prescriptions as needed, including but not limited to Epi pens;
- J. Review, as needed, reports and orders from private physicians regarding student and employee health concerns;
- K. Review and revise, upon request of the District, health literature used in the District;
- L. Report to the Board of Education on school health services;
- M. Perform such other duties of a school physician as may, from time to time, be described in bulletins of the State Education Department, and such other duties consonant with the physician's professional status and qualifications as the Board of Education may, from time to time, require.

V. TERM OF CONTRACT

The period of the school physician's contract will be for the 2018-2019 school year, which runs from July 1, 2018 through June 30, 2019, and may be renewed for successive one-year periods by mutual agreement of the parties.

VI. CONTENT OF PROPOSAL

- A. The proposal must state the legal name of the physician or medical practice submitting the proposal, and indicate the physician's or practice's form of business organization, i.e. sole proprietorship, partnership, limited liability company, or professional corporation.
- B. The proposal must list the name, professional qualifications, and length of time in practice of each physician or other health care professional who may provide services pursuant to the school physician contract.
- C. The proposal should describe how the physician or medical practice proposes to charge for services provided to the District, i.e., a set monthly fee.
- D. The proposal should describe the procedures to be used in billing the District.
- E. The proposal must be signed by a person legally authorized to bind the physician or medical practice submitting the proposal.

**POCANTICO HILLS CENTRAL SCHOOL DISTRICT
REQUEST FOR PROPOSAL
SCHOOL PHYSICIAN SERVICES**

VII. AWARD OF CONTRACT

The District anticipates that it will complete the evaluation process and select the successful candidate for formal designation as school physician at the annual meeting in July 2018.

The Board of Education reserves the right to:

- A. Request additional information from any company who submits a valid proposal.
- B. Negotiate with one or more of the finalists, the fees and terms of the engagement.
- C. Reject, without prejudice and for any reason, any and all RFPs or any parts of any proposals.
- D. Reject staff assigned who the District believes does not have the appropriate experience or qualifications or for any other valid reason.
- E. Select the physician or medical practice that, in its opinion, best meets the District's needs. This is not necessarily the one whose fees are the lowest.

VIII. TERMINATION OF CONTRACT

Any contract awarded under this Request for Proposal is subject to termination by either party, for any reason, upon thirty (30) days written notice to the other party. In the event of termination of the contract, the District's responsibility shall be limited to payment for services performed until the date of termination.

IX. INDEMNIFICATION

The successful company shall defend, indemnify and save harmless the District, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

X. INSURANCE REQUIREMENTS

If this RFP results in a contract between the District and the company, the company will be **required** to agree to the terms below and provide evidence of minimum insurance of the types and the amounts listed.

- A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the Pocantico Hills Central School District as an additional insured on the consultant's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. If the policy is written on a claims-made basis, the retroactivedate must precede the date of the contract
- B. The policy naming the district as an additional insured shall indemnify the district for any applicable deductibles and self-insured retentions.
- C. Required Insurance:
 - 1. **Commercial General Liability Insurance**
 - a. \$1,000,000 per occurrence/ \$2,000,000 aggregate.

**POCANTICO HILLS CENTRAL SCHOOL DISTRICT
REQUEST FOR PROPOSAL
SCHOOL PHYSICIAN SERVICES**

2. Workers' Compensation and N.Y.S. Disability

- a. Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance 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.

- b. A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form may be completed and submitted online: http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

3. Professional Errors and Omissions Insurance

- a. \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the company 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.

4. Excess Insurance

- a. \$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis

A. Company acknowledges that failure to obtain or maintain such insurance on behalf of the district constitutes a material breach of contract. The company must provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the award of the contract. 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.

B. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The company further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

XI. INQUIRIES

All inquiries regarding this RFP should be directed to:

Mrs. Marianne Heslin
Assistant Superintendent for Business and Operations
599 Bedford Rd
Sleepy Hollow, NY 10591
914-631-2440 x 711
mheslin@pocanticohills.org