

-- LEGAL NOTICE --

ADVERTISEMENT FOR BIDS
FOR SCHOOL PHYSICIAN AND HEALTH RELATED SERVICES

The Hastings-on-Hudson Union Free School District, 27 Farragut Avenue, Hastings-on-Hudson, New York, 10706, invites sealed bids for providing School Physician and Related Services for the Hastings-on-Hudson Union Free School District.

Bids will be received at the Office of the District Treasurer, Hastings-on-Hudson Union Free School District, 27 Farragut Avenue, Hastings-on-Hudson, New York, 10706 until 1:00pm on Monday, June 6, 2022, at which time all bids will be opened and read aloud. Specifications may be obtained at the Office of the District Treasurer, located at the above-mentioned address or on the District website at www.HOHSchools.org. The Hastings-on-Hudson Union Free School District Board of Education reserves the right to reject all bids and the right to waive any informality in bids.

By: Maureen Caraballo
District Treasurer
Hastings-on-Hudson Union Free School District

Dated: May 13, 2022
The Rivertowns Enterprise
The Journal News

Request for Proposal
School Physician and Health Related Services
Initial Contract Period July 1, 2022 through June 30, 2023

Proposals Received until June 6, 2022 at 1:00 p.m.

A Request for Proposal is hereby made for the Hastings on Hudson Union Free School District to provide School Physician and Related Services covering the following:

1. **SERVICES** including, but not limited to the following:

A. Student Physicals and General Care

- Perform all state-mandated physical examinations, as required, of each student entering Kindergarten, first, third, fifth, seventh, ninth, and eleventh grades, according to a pre-arranged schedule with the school nurses when such physical has not been performed by the student's personal physician. Review if requested to do so by school personnel.
- Perform all state-mandated physical examinations, as required, of each new entrant to the School District including transfers from other school districts and/or private schools according to a pre-arranged schedule with the school nurses when such physical has not been performed by the student's personal physician.
- Act as liaison between the School District and the student's personal physician.
- Recommend the exclusion or readmission of pupils in connection with any infections or contagious diseases.
- Assist the administration in determining appropriateness of special accommodations of children with bona fide medical needs, such as one-on-one monitors, door-to-door transportation, home instruction, chronic school absenteeism, school refusal, or behavioral and mental health concerns that pose a threat to a student or school community, etc.
- Be available for and supervise the handling of medical emergencies which may occur in the schools in the School District.
- Be available for consultation and provide medical services, when necessary, with respect to school bus accidents that may occur on school days within School District boundaries.
- Perform such other examinations, tests, procedures and analyses, and do all such other acts and things as may be required of the director of school health services under and pursuant to the provisions of Article 19 of the New York Education Law, the Regulations of the Commission of Education and State Education Department bulletins and guidelines.

B. Athletic Program

- Perform all state-mandated physical examinations, as required, of students engaged in the regular and modified athletic programs in grades seven through twelve, according to a pre-arranged schedule with the school nurses and Athletic Department when such physical has not been performed by the student's personal physician. Review any physicals that were performed by student's personal physicians if needed. Examine participants in competitive sports per State Education regulations.
- Examine athletes after severe injury and/or illness to determine fitness for further competition if no private physician clearance is submitted.
- Serve as team physician in developing return to play protocols, athletic trainer oversight, and emergency sideline management.
- Oversee the School District's concussion management program.
- Develop standards for participation in physical education and interscholastic sports for athletes with special health care needs or disabling conditions.

C. Special Education

- Perform physical examinations as required for Committee on Special Education (CSE) or Section 504 Committee student referrals/reviews, when such physical has not been performed by the student's personal physician.
- Participate as an active member, when requested by the School District, of the CSE, the Committee on Preschool Special Education (CPSE), and/or Section 504 Committee as per federal and state laws and regulations.
- Be available as a consultant to CSE, CPSE, Section 504 Committee, and liaison between the School District and the student's personal physician.
- Attend those CSE, CPSE or Section 504 meetings as requested by the School District.

D. Preventative Guidance

- Survey sanitary and safety aspects of buildings and grounds at the request of the School District.
- Provide consultative services in matters of health education, public health law and related medical problems, and emergency treatment procedures.

E. Health Services Personnel

- Be accessible by nursing staff during and after school hours for medical supervision, oversight, and consultation.
- Review and sign standing order for Albuterol, Benadryl and Epinephrine yearly.
- Provide prescriptions for all rescue medication yearly.

- Assist administration in assessing nursing skills on an annual basis.
- Provide nursing staff with a Health Practice and Procedures Manual, with standing orders updated and signed annually.
- Be available to consult with administration regarding reasonable accommodations for employees as well as disability determinations under Section 504, the ADA, or the Executive Law.
- Perform physical examinations for classified personnel as directed.

F. Public Health

- Function as liaison between the School District and the School District community with respect to health situations that may arise.
- Provide timely oversight to issues of public health concern.
- Be part of a crisis management team, such as pandemic planning, emergency sheltering, or evacuation of students with special health care needs.
- Assist the administration with nursing staff development programs, parent education meetings, and policy development on matters pertaining to health and safety.
- Advise the School District on the validity of requests for medical exemptions to vaccinations.
- Develop and update an Exposure Control Program for blood borne pathogens.

2. **TERM**

The services rendered pursuant to this Agreement shall commence July 1, 2022 and terminate June 30, 2023. This Agreement may be extended annually for up to four additional school years (2023-2024, 2024-2025, 2025-2026, and 2026-2027) at the sole discretion of the School District.

3. **FEE**

The School District shall pay the School Physician a stipend of \$_____ for the school year commencing July 1, 2022 and ending June 30, 2023. Such stipend will be paid in quarterly installments on or before September 30, 2022; December 31, 2022; March 31, 2023; and June 30, 2023. If the School Physician fails to complete the contract year, his/her stipend will be prorated accordingly.

4. **WARRANTIES**

- A. The School Physician shall be an independent contractor, not an employee of the School District, for all purposes, 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 Workers' Compensation Law, and the New York State Unemployment Insurance Law.

- B. The School Physician warrants and represents that he/she is a separate enterprise and independent of the School District.
- C. The School Physician warrants and represents that he/she will be licensed and/or certified as a physician by the State of New York and will maintain his/her state license and/or certificate for the duration of this Agreement. The School Physician shall deliver to the School District a copy of his/her current state licenses and/or certificates prior to performing any services under this Agreement.
- D. The School Physician warrants and represents that he/she will comply with all applicable law and regulations, including but not limited to the IDEA, Section 504 of the Rehabilitation Act of 1973, the New York Social Services Law, Article 89 of the Education Law of the State of New York, and the Family Education Rights and Privacy Act ("FERPA").
- E. The School Physician warrants and represents that he/she will perform all services in accordance with generally accepted practices and the standard of care applicable to physicians performing services for school districts.
- F. The School Physician will be fingerprinted in accordance with the Education Law prior to providing services pursuant to this Agreement. The School Physician agrees that, during the performance of the services, he/she will strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way, his/her actions during such performance of the services, including but not limited to all local, state and federal health, safety and civil rights laws.

In accordance with New York State Part 87 of the Regulations of the Commissioner of Education and the Safe Schools Against Violence in Education (SAVE) legislation (Chapter 180 of the Laws of 2001):

All individuals that involve direct contact with students, under the age of twenty-one, are required to be fingerprinted.

Additional information about the specific requirements can be found here:

<http://www.nysed.gov/educator-integrity/who-must-be-fingerprinted-charts>

- G. Protective Measures Regarding Third Parties: The School Physician will ensure that any other person or entity with whom the School Physician shares student data will execute a copy of the Parents' Bill of Rights for Data Privacy and Security (Exhibit A).

5. OWNERSHIP OF DOCUMENTS

The parties agree that all written reports generated by the School Physician as a result of the performance of services under this Agreement shall be the property of the School District.

6. INSURANCE

- A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the School Physician hereby agrees to effectuate the naming of the School District as an Additional Insured on the School Physician's insurance policies, except for Workers' Compensation and New York State Disability Insurance.
- B. The policy naming the School District as an Additional Insured shall:
- Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
 - State that the School Physician's coverage shall be primary and non-contributory coverage for the School District, its Board, employees and volunteers.
 - The School District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - The certificate of insurance must describe the services provided by the School Physician that are covered by the liability policies.
 - At the School District's request, the School Physician shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the School Physician will provide a copy of the policy endorsements and forms.
- C. The School Physician agrees to indemnify the School District for applicable deductibles and self-insured retentions.
- D. Required Insurance:
- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with coverage for sexual misconduct.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - **Workers' Compensation and NYS Disability Insurance**
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 Workers' Compensation Board online.
 - **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the School Physician performed under the Agreement for the School District. If the Medical Errors and Omissions Insurance (also known as

Medical Professional Liability or Medical Malpractice Insurance) is written on a “claims-made” basis, the retroactive date must pre-date the inception of the Agreement. Coverage shall remain in effect for two years following the completion of services.

- **Umbrella/Excess Insurance**

\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

The School Physician acknowledges that failure to obtain such insurance on behalf of the School District constitutes a material breach of contract. The School Physician is to provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of services. The School Physician shall maintain such insurance throughout the term of this Agreement. The failure of the School 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 School District.

7. TERMINATION

Either party may cancel this Agreement, without cause, upon thirty (30) days prior written notice delivered to the other party via certified mail, return receipt requested. In the event of termination, this Agreement will continue to govern the parties’ rights and obligations with respect to services performed prior to termination.

8. ENTIRETY

This Agreement is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, expresses or implied, not incorporated into this Agreement are superseded. This Agreement may not be amended or supplemented in any way, except in writing, dated and signed by authorized representatives of both parties.

9. SUBMISSION AND CONTENTS OF PROPOSALS

Proposals must be received no later than 1:00 p.m. on Monday, June 6, 2022. The completed proposal should be sent to:

Via U.S. Mail to:

Maureen Caraballo
District Treasurer
Hastings on Hudson School District – Business Office
27 Farragut Ave
Hastings On Hudson, NY 10706

Via Hand Delivery to:

Maureen Caraballo
District Treasurer
Hastings on Hudson School District – Business Office
27 Farragut Ave
Hastings On Hudson, NY 10706
914-478-6210

Proposals are to be submitted in a sealed envelope clearly labeled: “**School Physician and Health Related Services Proposal.**” Each proposal should include contact information (name of the individual, address, telephone number, official signature, and date).

Required Submittals:

Proposers are required to submit the following with their proposal:

1. References of experience in similar engagements listing School District and contact person.
2. Resume must include education and licenses.
3. Adequate proof of insurance coverage.

Physician’s Name

Physician’s Signature

Address

Telephone Number

Date