

This is Request for Proposal (RFP) by **THE BOARD OF EDUCATION OF Lincoln County School District**, 305 Danville, Stanford, KY 40484 (School District). The School District has the general responsibility for the health and welfare of students enrolled in the Lincoln County Schools. The School District further desires to provide healthcare as a benefit to its staff and their families. The purpose of this RFP is to solicit a PROVIDER of healthcare services in school clinic settings subject to the conditions set out herein below:

THE PROVIDER responding to this RFP has determined that in furtherance of its healthcare purpose it has the capacity to operate an on-site health clinic at Crab Orchard Elementary, Highland Elementary, Hustonville Elementary, Stanford Elementary, Stanford Early Childhood Center, Waynesburg Elementary, Lincoln County Middle School and Lincoln County High School to care for District students, employees and their families.

The Clinic will, among other things, benefit and promote public education, promote the general health and welfare of the District's students and employees and improve School District student and employee attendance and performance through the availability of affordable and accessible health care. The PROVIDER will be requested to keep data as reasonably requested by the School District, that will assist in identifying, during the term of an Agreement, the beneficial use of school property for each clinic at a school site.

1. Clinics. Upon the Board of Education selecting an operator of a healthcare clinic to serve as the PROVIDER of school-based health care clinics an agreement will be entered into for a term not to exceed three (3) school years. (See Section 4 below).

2. Staffing of Clinic. The PROVIDER shall staff the Clinics with at least two advanced registered nurse practitioner ("ARNP") and/or physician's assistant (PA) to be shared. Provided, however, that the PROVIDER may use contract labor to fill in for Clinic staff absences at the Clinic as may be needed and as determined by the PROVIDER, in its sole discretion. The PROVIDER shall arrange for a collaborative physician to be available for consultations with the ARNP and/or PA. (The ARNPs/PAs, collaborative physicians and other staff used by the PROVIDER to operate the Clinic will be referred to in the agreement as "Clinic staff.") The PROVIDER shall have a legal obligation to ensure all Clinic staff are licensed and/or certified as required by law. The PROVIDER will be expected to provide all supervision needed for patient treatment and other Clinic services in cooperation with any health care employees of the School District at each school clinic site.

The following shall apply to all Clinic staff, provided, however, that all Clinic staff will be employees or contractors of the PROVIDER, as the case may be under an agreement, and shall not be considered employees of the School District for any purpose. The Agreement will set out the following conditions:

- a. Clinic staff shall remain the PROVIDER employees or contractors, as the case may be, and shall be subject to the PROVIDER's direction, discipline and control as defined between those parties.
- . b. Clinic staff shall not be eligible for benefits through the School District, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance.
- c. The School District shall have the right to request temporary or permanent removal of a Clinic staff member if there is reasonable cause for such a request including, but not limited to the following: the staff member is disruptive to the school's functions, the staff member refuses to cooperate with terms set out in this Agreement, the School District receives complaints about the staff member's conduct, or the School District learns the staff member has been charged with a sex crime or violent offense crime like those covered in KRS 160.380(4) (even though the person is not a school employee) or KRS 17.165.
- d. Under the agreement, the PROVIDER shall retain control over whether a Clinic staff member remains employed or contracted with the PROVIDER or is otherwise disciplined, but the PROVIDER shall not refuse any reasonable School District request for removal from the Clinic.
- e. The School District shall have the right to prohibit a staff member from coming onto school property, including Clinic space if there is reasonable cause to do so including, but not limited to, the following: the School District learns the staff member has failed a criminal background check as specified herein below, or the School District learns the staff member has been charged with a sex crime or violent offense crime like those covered in KRS 160.380(4) (even though the person is not a school employee) or KRS 17.165.
- f. All Clinic staff who work on school property shall undergo state and federal criminal background checks that satisfy KRS 160.380(7) (even though they are not school employees nor an independent contractor). The PROVIDER shall provide the School District with the results, not copies of the criminal background checks themselves of such checks as soon as practically possible after receipt and, whenever practicably possible, shall provide such results before Clinic staff begin work in the Clinic.
- g. The PROVIDER shall promptly notify the School District of any Clinic staff of whom the PROVIDER becomes aware either are or have been charged with a crime that, if convicted, would disqualify them under KRS 160.380(4) (even though they are not a school employee) or from entry onto school property under KRS 17.165.
- h. All Clinic staff who work on school property shall be in compliance with KRS

17.165 and any related School District Policies (such as School District Board Policy 10.5) or administrative procedures (AP).

- i. To avoid potential conflicts or the appearance of conflicts, no PROVIDER employee who works on school property shall be related to a School District board member, the superintendent, the host school building's principal, the School District's health coordinator or a school nurse (whether School District-employed) in any of the following ways; spouse, children, grandchildren, parents, grandparents, brother, or sister.

3. Operation of the Clinic.

- a. **Services.** Under the agreement each Clinic shall provide only primary care health services to the School District as specifically described herein. Clinic services shall be available to all School District students, employees and their families. The PROVIDER shall have control over and be solely responsible for delivery of services and treatment of School District students, employees and their families once the School District students, employees and their families are at the Clinic, including but not limited to exclusive control over all record- keeping, billing and other clerical functions and obligations for the Clinic. The School District will not under the agreement control or direct the medical decision-making or methods by which the PROVIDER and its employees perform services at each Clinic. As a result under the Agreement, the School District will make no representation and shall have no liability of any kind with respect to any aspect of the professional services provided by the PROVIDER and its employees under the Agreement.
- b. **Billing for Services.** The PROVIDER shall be solely responsible for all aspects of billing related to services it provides to School District students, employees and their families under this Agreement. The parties acknowledge and agree that the School District is not responsible for such billing in any way. The PROVIDER will bill for all services provided to School District students, employees and their families under this Agreement pursuant to its own practices, policies and procedures, and in accordance with state and federal law. The parties further acknowledge and agree that the School District will not review any claims submitted to governmental or private third-party payors by the PROVIDER nor does it certify the truth, accuracy, or legality of any information contained in such claims.
- c. **Referrals.** The Agreement will specifically state that it is intended to be required, nor requires nor provides payment for, the referral of patients to THE PROVIDER by either the School District or its representatives. Any patient seen by THE PROVIDER who informs they have another primary care physician will result in treatment records being forwarded to the primary care physician. Any referrals for follow-up care made by the Clinic

shall be made to the primary care physician of record for the patient. If the patient does not have a primary care physician of record, then the Clinic shall provide the patient with a list of every pediatrician, family or internal medicine practitioner, or primary care clinic with either primary offices or other licensed Clinic and/or licensed clinic extensions in Nelson County, Kentucky. THE PROVIDER shall periodically, at least every six (6) months, update said list. Except as stated in this paragraph, The Agreement will provide that the Clinic shall avoid recommending specific doctors when at all possible.

- d. **Consent and Release of Information.** Before a student or other minor may be seen in the Clinic, the student or minor shall have a consent form signed by a parent, legal guardian or by the emancipated student. The consent, as well as such consents for other patients, shall be in a form either prepared by or otherwise acceptable to THE PROVIDER. This consent form shall contain a provision permitting the Clinic to treat a student when both (a) Clinic-level treatment is recommended by the school nurse; and (b) the parent, guardian or emancipated student has appropriately identified the Clinic as one of the student's health care PROVIDERS. Under the Agreement the School District shall be solely responsible for obtaining signed copies of the consent form described in this paragraph for each School District student and providing copies thereof to THE PROVIDER. The medical records to be established and maintained by THE PROVIDER will contain confidential and privileged information and that release of such information is restricted by the Kentucky Revised Statutes, Kentucky Administrative Regulations and the federal Health Insurance Portability and Accountability Act Health Insurance Portability and Accountability Act ("HIPAA"). The PROVIDER will release confidential and privileged information to parents and legal guardians as permissible under the aforesaid laws.

4. **Term.** The term of this Agreement with the selected provider shall be as follows:

- a. In general: The term of the agreement will be for the 2022-2023 school year (July 1- June 30) from the date of full execution of the agreement. Thereafter, the Agreement shall automatically renew for two (2) consecutive of one (1) school year terms unless terminated as set out herein below:
- b. Termination without cause: The Agreement will be subject to termination by the PROVIDER or School District without cause, provided the terminating party has given sixty (60) calendar days' written notice to the other party.
- c. Termination for breach: The Agreement to be entered into will be subject to termination by either party for the other party's breach of a material obligation(s) herein upon thirty (30) calendar days' written notice to the breaching party. The non-breaching party will set forth in the written notice the specific nature of the breach and the conditions that must be met within the thirty (30) calendar day period to cure the breach and avoid termination.

In the event the breach is cured to the reasonable satisfaction of the non-breaching party within the above-referenced thirty (30) calendar days, the notice of breach will be deemed rescinded and the agreement to be entered into would continue in full force and effect. Otherwise, the Agreement to be entered into would terminate upon the thirtieth (30th) calendar day following the breaching party's receipt of the written notice of breach, unless the parties agree in writing to a longer period.

- d. Immediate termination: The Agreement to be entered into will be terminated immediately for any of the following reasons:
  - i. By the School District in the event of the failure for any reason by the PROVIDER to obtain or maintain all necessary licenses and certifications required for it to operate each Clinic and/or carry out the terms of the subject Agreement.
  - ii. By the School District upon the cancellation of the PROVIDER's professional and/or general liability insurance.
  - iii. By either party upon the other party's assignment of the agreement without consent as prohibited by Section 10 therein below.
  - iv. By the School District upon the PROVIDER's becoming insolvent, placement in receivership, or general assignment for the benefit of its creditors.
  - v. By the School District in the event the PROVIDER dissolves or ceases activity to carry on business.
  - vi. By the School District if the PROVIDER commits any act of misrepresentation, fraud, theft, embezzlement, or similar malfeasance.
  - vii. By the School District if the PROVIDER violates any applicable federal and state statutes, regulations, rules and/or applicable codes of professional conduct.
  - viii. By either party if it would be subject to civil or criminal liability for continued performance under the Agreement.
  - ix. By the School District if the Kentucky Department of Education either denies or rescinds approval of a lease of space document as addressed in Section 8 herein below.
- e. Consequences of termination: In the event of termination for any reason of the agreement to be entered into, each party will be required to return to the other party any and all property and confidential information and copies thereof received from the other party within thirty (30) school days of the termination of the agreement, to the extent it is reasonably feasible. If return of some

or all of the property and confidential information is not reasonably feasible, the receiving party will be obligated to destroy the property and confidential information and copies thereof in its possession, custody and control within the aforesaid thirty (30) school day period, and certify same to the disclosing party, unless such destruction is prohibited by federal or state law. It is understood that protected health information discussed in paragraph 6 (f) herein below would be excluded from the operation of this paragraph.

- f. Mitigation: Both parties will be obligated to act in good faith to mitigate any damages that the other party may sustain by virtue of default or termination of an agreement to be entered into.

5. Lease Space for Operation of Clinic. The School District will provide the PROVIDER with adequate office space at no charge, on a regular and defined basis at each school clinic site, to enable the PROVIDER to provide the services described herein above ("Clinic space"). The space shall be adequate to allow School District students, employees and their families to be examined and counseled in a private and confidential setting. The School District under an agreement will be supplying at no charge to the PROVIDER, all utilities, computer data lines, and telephone lines necessary for the operation of on-site clinic at each school. Neither the PROVIDER nor any of its employees or representatives will be permitted under any circumstances to use School District computer data lines or telephone lines for illegal, illicit sexually explicit activity, nor shall they use said lines in a way that damages School District property or compromises the safety, privacy or well-being of the School District's data, School District students, employees and their families or employees. The PROVIDER shall supply all other equipment and supplies needed to operate the Clinic. Clinic staff personnel will only have access to the office space provided at school and such other parts of the school buildings in which the Clinic is located as permissible based upon the reasonable request of the School District and the principal at such school. Further, while in the school, the PROVIDER's employees will abide by such rules and policies as may be provided by the School District or the principal at the school.

Under the Agreement the School District shall supply custodial personnel and shall furnish janitorial services in the Clinic, including but not limited to cleaning floors, surfaces and windows, cleaning restrooms, and removal of trash, all on a regular schedule, as established by the School District. The School District shall be solely responsible for making all routine repairs and for performing routine maintenance to the Clinic space, but shall not be responsible for the repair or maintenance of equipment that belongs to the PROVIDER. With respect to School District employees assigned to clean or maintain Clinic space as addressed in this paragraph: the PROVIDER will be requested to provide the School District in writing about what equipment is not to be handled or disturbed in the course of cleaning and maintaining Clinic space; the School District shall require those School District employees to abide by that information.

6. **Interaction of Clinic and School District's Schools.** The interaction between the Clinic and the School District's schools shall be subject to the following:
  - a. **School District School Nurses.** Except if an emergency situation requires otherwise, each student seeking medical attention at school shall first be assessed by the school nurse, prior to being seen at any Clinic. It will be in the sole discretion of the school nurse to determine which students may go to the Clinic for treatment of minor, non-emergent health issues. School nurses shall not be required nor expected to refer students directly to the Clinic. With respect to treatment provided by a school nurse, the school nurse will determine each student's course of treatment and follow up care in their sole discretion, with the Clinic simply being an option available to them. A school nurse will retain all functions and responsibilities they would have without the Clinic. There will be nothing in an agreement that prohibits the PROVIDER from offering physical examinations for School District students, employees and their families, including but not limited to those participating in sports activities in the School District, if the PROVIDER desires to offer such services in accordance with an agreement to be entered into and with state and federal law. The nurse will send documentation home to parents with a summary of the visit, medication given, and any referrals needed.
  - b. **Discharge of Students from School.** In non-emergency situations, the school officials located in each school shall maintain the sole authority to discharge a student from school. Except for emergency situations, in the event a qualified member of each Clinic staff determines after treating a student that it is in the best interest of the student and/or the School District for that student to be discharged from school to either go home or to either seek further treatment, that Clinic staff member shall make such recommendation in writing and give same to the student for delivery to the appropriate school official to make the final determination as to whether that particular student is to be discharged from school. In emergency situations, the Clinic staff member shall advise the appropriate school official of discharge as soon as practically possible.
  - c. **Relationship Between the Parties.** Under an Agreement to be entered into no party shall represent it has the authority to act on behalf or in the place of the other. Under no circumstances is an agreement to be entered into will there be a designation of Clinic staff as "school officials" for FERPA purposes. No party shall represent itself as an affiliate of or operating under the auspices of the other, including, but not limited to, the use and content of signs, letterhead and logos. There will be no delegation of any powers or responsibilities from one party to the other. Neither the PROVIDER nor its employees shall be considered the employees, agents, servants, partners or designees of the School District. Neither the PROVIDER nor its employees

shall have the authority to assume or create an obligation or responsibility, express or implied, on the School District's behalf.

- d. **504 Disability Services.** Under an Agreement to be entered into the School District will not be relying on the PROVIDER to provide Section 504 disability services, Individuals with Disabilities Education Act (IDEA) services or other services the School District that are required to be provided students unless and except where such services are addressed through separate arrangement between the PROVIDER and School District.
- e. **Protected Health Information.** The PROVIDER shall not share or allow access to protected health information in its custody or control in any manner not allowed by federal or state law (e.g., HIPAA). The School District shall not share or allow access to any protected education records (as defined by FERPA and Board policy) or information in the School District's custody or control in any manner not allowed by federal or state law (e.g., FERPA). Nothing about the parties' relationship shall operate to waive or modify the parties' obligations under such laws.
- f. **Primary Contact Person.** The PROVIDER and School District will designate a primary contact person for communication purposes under an agreement consistent with this RFP. The PROVIDER and School District will be entitled to change the primary contact person as necessary upon written notice to the other party.
- g. **Clinic Shall be Solely for School Purposes.** It is paramount that the PROVIDER understands and will agree that Kentucky law requires the School District to use its resources for school purposes. Accordingly, the purpose of the Clinic at each school site shall be for the benefit and promotion of public education in the School District. In furtherance of said purposes, each Clinic shall:
  - i. only treat School District students, employees and their families ("family," for purposes of the Agreement, meaning members of the School District student or School District employee's immediate physical household);
  - ii. only operate during the scheduled days and hours,
  - iii. not interfere with or disrupt school activities; and
  - iv. aggregate data to assist the School District in support of the benefit to the School District from the operation of the clinic.
- i. **Medical Records.** The PROVIDER will establish and maintain medical records for each student seen in the Clinic. The PROVIDER will maintain active medical records for School District students, employees and their families treated by the Clinic and will maintain, store, archive and destroy inactive records at the PROVIDER or at such other location as the PROVIDER generally utilizes for inactive records and pursuant to the PROVIDER's policies for maintaining

medical records as same may be amended from time to time. Both parties acknowledge and agree that the student medical records established and maintained at each Clinic are the property of the PROVIDER. Other standard forms, required by the Kentucky Department of Education, that are initiated by the School District and customarily filed in the students' education record, are not medical records and are considered to be the property of the School District. The PROVIDER will maintain the medical records and all protected health information contained therein in a manner that complies with the rules and regulations concerning confidentiality as mandated by HIPAA, 42 USC 1320d and as set forth in federal regulations at 45 CFR Parts 160 and 164. The School District acknowledges that the student medical records and all protected medical information is confidential and will not seek access to the records or information therein except in accordance with applicable law, and, furthermore, agrees to help maintain security over the Clinic at times when the Clinic is not staffed. The PROVIDER agrees to enter and complete all necessary information into the District Student Information System. The agreement to be entered into will require the PROVIDER to acknowledge that School District nurses may only share student medical information with the PROVIDER on a "need to know" basis and consistent with federal and state law.

## 7. Licensure and Compliance.

- i. No Remuneration for Referrals. The parties acknowledge and agree that neither party is entitled to any payment or compensation from the other party for any services, rights or privileges. the PROVIDER shall not offer or give any remuneration, either direct or indirect, for the referral of patients or for arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or which otherwise may be deemed to violate any federal or Kentucky law.
- ii. Licenses and Certificates. The PROVIDER shall be solely responsible for securing all necessary licenses and certificates required by law for operation of each Clinic, both for its employees and for each Clinic, including certificates of need if required by law. The PROVIDER shall promptly notify the School District if any relevant licenses or certificates, including licenses or certificates of Clinic staff, are suspended, disciplined or revoked or lapsed.
- iii. Compliance with Laws. The PROVIDER shall comply with all applicable state and federal civil rights laws, including but not limited to KRS Chapter 344, The Americans with Disabilities Act, and section 504, regarding operation of the Clinic and interaction with School District students, employees and their families. THE PROVIDER shall comply with applicable provisions of OSHA and KOSHA regarding operation of each Clinic, including treatment of Clinic space and posting of appropriate signage, as if each Clinic space were the PROVIDER's own.

- iv. **Board Policies.** To the extent reasonably possible, Clinic staff shall honor policies from the School District's Policies and Procedures manual (referred to herein as "Board Policies" or "BP"), and shall cooperate and coordinate with the School District to facilitate their implementation as they relate to each Clinic as being located. The School District shall provide Clinic staff with physical or electronic copies of all Board Policies and Procedures that each Clinic staff are expected to comply with, and shall, at a minimum, provide each Clinic staff for each school location with annual orientations on the Board Policies and Procedures applicable to Clinic staff. Nothing about the PROVIDER's agreement to reasonably honor, cooperate with and coordinate concerning the policies listed above shall be read or treated as giving any PROVIDER employee or contractor status or rights as a School District employee. The School District acknowledges and understands that its recourse concerning a failure to honor these policies by the PROVIDER will be limited to either (a) requesting removal from each Clinic of the given Clinic staff; (b) taking action be entered into an addendum to the Agreement, up to and including termination of the to be entered into agreement; and/or (c) actions to recover appropriate damages.
- 8. Approval of Kentucky Department of Education. The School District shall request the Kentucky Department of Education's approval of the lease of school space for each Clinic's use. No Agreement will be deemed legally valid if (a) upon request, the Department of Education denies approval of the lease for use of school property for the Clinic; or (b) the Department rescinds approval of the lease at anytime.
- 9. **Insurance and Indemnification.**
  - i. **Liability Insurance.** The agreement to be entered into will require the PROVIDER to carry professional liability insurance coverage of at least \$1 million per occurrence and \$3 million in the aggregate insuring the professional acts or negligence of the PROVIDER'S employees associated with all Clinics. The PROVIDER will be required to name the School District as an additional insured under this coverage and provide to the School District a copy of the Certificate of Insurance.
  - ii. **Occurrence Coverage.** The PROVIDER will also be required to carry "occurrence" coverage for general liability claims that could arise out of THE PROVIDER's operation of each Clinic. Such coverage shall be for at least \$1 million per occurrence and \$3 million in the aggregate. The PROVIDER will be required to name the School District as an additional insured under this coverage and provide the School District a copy of the Certificate of Insurance.
  - iii. **Indemnification.** The Agreement to be entered into the PROVIDER to indemnify and hold the School District harmless for any liability that results from any acts or omissions of the PROVIDER, its contractors or

its employees arising out of each Clinic's operation.

10. **Assignment**. The PROVIDER will not be permitted to assign its obligations under the Agreement to any party without the prior written consent of the School District. Any attempted assignment in the absence of such consent shall be void as if never assigned at all.
11. **Parties in Interest**. The Agreement to be entered into shall inure to the benefit of and be binding upon the parties, and their respective heirs, executors, administrators, successors, and permitted assigns.

## INVITATION TO RESPOND

The Lincoln County Board of Education will accept sealed responses for school health services for the 2022-2023 school year. Responses must be mailed or delivered to Lee Ann Smith, Lincoln County Student Support Center, 305 Danville Avenue, Stanford, KY 40484 in a sealed envelope marked "SCHOOL HEATLH SERVICES RFP" in the lower left-hand corner. The name and address of the vendor shall appear in the upper left-hand corner of the sealed envelope. The RFP specifications can be obtained from Lee Ann Smith at the Lincoln County Student Support Center by e-mailing [leeann.smith@lincoln.kyschools.us](mailto:leeann.smith@lincoln.kyschools.us) or by calling 606-365-2124.

All responses will be opened at 10:45 a.m., March 3<sup>rd</sup>, 2022, at the Lincoln County Student Support Center. None will be considered thereafter. The Board cannot assume responsibility for any delay as a result of failure of the mail to deliver responses on time. Faxed responses are not accepted.

Contract may be awarded to the lowest and/or best evaluated provider meeting all specifications or conditions. Contracts are scheduled to be awarded at the regular board meeting held in March, 2022.