

## **Request for Proposal Danville Independent Schools**

Thank you for your interest in becoming the Danville Independent Schools COVID-19 testing provider. Please complete the following steps:

1. Attach all requested information to this RFP. Form must be completed and dropped off at the central office (115 E. Lexington Avenue, Danville), emailed to Tammy.McDonald@danville.kyschools.us, **or** postmarked U.S. Mail no later than October 21, 2020 at 4:00 PM EST.
2. Applicants will then prepare a presentation (not to exceed 30 minutes) for the Danville Schools' Superintendent, athletic director, 2 principals, and the school board chair. The superintendent will contact applicants to schedule their presentation for the week of October 26, 2020.
3. A final decision for the Danville Independent Schools COVID-19 testing provider will be made at the November 9, 2020 BOE meeting. If there are questions, please call 859-238-1300.

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This Request for Proposal (RFP) by **THE BOARD OF EDUCATION OF Danville Independent School District**, 115 E. Lexington Ave., Danville, KY 40422. The District has the general responsibility for the health and welfare of students enrolled in the Danville Independent Schools. The District further desires to provide COVID-19 testing for all athletes and coaches.

The purpose of this RFP is to solicit a provider of healthcare services that can provide COVID-19 testing for the 2020-21 school year to approximately 20-25% of our athletes and coaches weekly. At this time the total number of athletes and coaches is approximately 250. Any fees will be sent directly to Danville Independent Schools and not the athletes or coaches. The testing site will be located at one of Danville Independent Schools' five buildings.

THE PROVIDER responding to this RFP should attach the following information to this RFP and return to the District by the above date:

- Whether athletes' and coaches' insurance or Medicaid will be billed
- The procedures for weekly testing, including a staffing plan and proposed schedule
- The type of test used (e.g. nasal, oral, or saliva; PCR or antigen)
- The estimated timeframe for the return of test results
- The rate, if any, that Danville Schools will be charged per individual test, including information on charges, if any, for the uninsured
- A sample of all consent forms needed from the athletes and coaches

- A sample of the privacy statement
- Any additional information Provider feels is pertinent
- A copy of the declarations page for Providers' professional liability insurance policy

Under the Agreement the District shall be solely responsible for obtaining signed copies of the consent for each athlete and coach and providing copies to THE PROVIDER. The medical records to be established and maintained by THE PROVIDER will contain confidential and privileged information and the release of such information is restricted by the Kentucky Revised Statutes, Kentucky Administrative Regulations and the federal 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.

Term. The term of this Agreement shall be as follows:

- a. In general: The term of the agreement will be for the 2020-21 school year (ending May 30, 2020) from the date of full execution of the agreement. Thereafter, this Agreement will not automatically renew.
- b. Termination without cause: The agreement will be subject to termination by the Provider or District without cause, provided the terminating party has given thirty (30) calendar days' written notice to the other party.
- c. Immediate termination: The agreement to be entered into will be terminated immediately for any of the following reasons:
  - i. By the 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 as a medical provider.
  - ii. By the District upon the cancellation of THE PROVIDER's professional/or and general liability insurance.
  - iii. By the District upon THE PROVIDER's becoming insolvent, placement in receivership, or general assignment for the benefit of its creditors.
  - iv. By the District in the event THE PROVIDER dissolves or ceases activity to carry on business.
  - v. By the District if THE PROVIDER commits any act of misrepresentation, fraud, theft, embezzlement, or similar malfeasance.
  - vi. By the District if THE PROVIDER violates any applicable federal and state statutes, regulations, rules and/or applicable codes of professional conduct.

- vii. By either party if it would be subject to civil or criminal liability for continued performance under this Agreement.
  
- d. 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.
- 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 District shall not share or allow access to any protected education records (as defined by FERPA and Board policy) or information in the 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 District will designate a primary contact person for communication purposes under an agreement consistent with this RFP. THE PROVIDER and District will be entitled to change the primary contact person as necessary upon written notice to the other party.
- g. Emergency Situations. There will be nothing in the agreement to be entered into shall either obligate or prohibit THE PROVIDER's employees from assisting someone in emergency situations.
- h. The District reserves the right to refuse or reject any or all submittals for any reason or for no reason whatsoever.

Date: \_\_\_\_\_ Name of Provider: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Individual Filling out RFP: \_\_\_\_\_

Attach all requested information: