

PEEKSKILL CITY SCHOOL DISTRICT

REQUEST FOR PROPOSAL CHIEF SCHOOL MEDICAL OFFICER

2007 - 2008 School Year

**FRIDAY, JUNE 29, 2007
2:00 p.m.**

**MR. GREGORY J. SULLIVAN
ASSISTANT SUPERINTENDENT FOR BUSINESS
AND ADMINISTRATIVE SERVICES
1031 ELM STREET
PEEKSKILL, NEW YORK 10566
(914)737-3300 extension 334
(914)737-2615 Fax**

Request for Proposal

CHIEF SCHOOL MEDICAL OFFICER

1. General Information-

The Peekskill City School District is requesting proposals from physicians duly licensed or otherwise authorized to practice a health profession pursuant to applicable law to provide services as the Chief School Medical Officer for the Board of Education of the City School District of Peekskill.

There is no expressed or implied obligation for the Peekskill City School District to reimburse responding persons for any expenses in preparing proposals in response to this request.

To be considered, three (3) copies of a proposal must be received by the Assistant Superintendent for Business and Administrative Services by 2:00 pm, Friday, June 29, 2007. The Peekskill City School District reserves the right to reject any or all proposals submitted.

During the evaluation process, the Peekskill City School District reserves the right, where it may serve the Peekskill City School District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Peekskill City School District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Peekskill City School District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the person 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 Peekskill City School District and the firm selected.

It is anticipated that the selection will be completed by July 2, 2007. Following the notification of the selected person, it is expected a contract will be executed between both parties by July 24, 2007.

2. TERM OF ENGAGEMENT

A three-year (3) contract, renewable annually, is proposed, commencing in 2007-2008, subject to annual review and concurrence of the Board of Education of the Peekskill City School District, and the annual availability of an appropriation.

The physician as well as the Peekskill City School District shall have the option to cancel the engagement for the year(s) 2008 and/or 2009, provided that written notice is given to the other party within sixty (60) days of the year in question.

3. DESCRIPTION OF SERVICES

The Chief School Medical Officer agrees to perform his duties as prescribed by the State of New York and the rules and regulations of the State of New York Education Department and to serve and perform the twenty (20) specific duties as outlined under the Nature of Services Required.

The Chief School Medical Officer shall be responsible for directly providing all of the medical services as outlined under Nature of Services Required and, barring unforeseen circumstances, shall meet these responsibilities him/ herself. In the event that he/she cannot personally perform a service, he/she shall notify the Superintendent of Schools or his designee and may delegate said responsibility to a qualified individual, i.e., another physician, physician's assistant, or nurse practitioner, without any additional cost or expense to the Board of Education of the City School District of Peekskill. If the Chief Medical Officer is not able to provide coverage personally at football games, with notification to the Director of Athletics, another physician, emergency medical technician, physician's assistant, or nurse practitioner may be used for that responsibility. In the event the Board of Education is not satisfied with the performance of a temporary substitute, then and in that event the Board shall so notify the Chief School Medical Officer in writing, and after receipt of said written notice, the Chief School Medical Officer will refrain from utilizing the services of an individual who is not acceptable to the Board of Education.

The Chief School Medical Officer will render any and all services required in connection with the Peekskill City School District's Committees on Preschool Special Education and Special Education, except for testimony before a Hearing Officer and/ or Court.

The Chief School Medical Officer will submit a year-end medical report, if so requested by the Board of Education.

4. NATURE OF SERVICES REQUIRED

- a) Supervises the physical examination of the Peekskill City School District students without health certificates from personal family physicians in the following classes: Kindergarten, First, Third, Seventh, and Tenth grades.

- b) Advises on the planning and requirements of New York state mandated immunization programs
- c) Supervises programs for testing of student's vision and hearing as required by State mandates
- d) Supervises the examination of students participating in interscholastic athletics at prescheduled sports physical sessions at the start of each sports season. Review of examinations of athletics performed by their family physicians. Provides a summer session or physical exams in August for fall sports. Will provide additional physicals as needed on a sliding scale
- e) Administers emergency first aid when appropriate and advises school nurses as aspects of first aid
- f) Attends football games of both junior varsity and varsity when at home
- g) Advises in all aspects of the school health education program
- h) Acts as liaison between the Peekskill City School District and student's private physicians.
- i) Cooperates with public health officials and interprets public health laws as they bear on the school district, particularly with regard to communicable diseases
- j) Develops policies on the exclusion and readmission of students in connection with infectious or contagious disease
- k) Assumes responsibility in conjunction with the school nurse for the cumulative health records on each student
- l) Review school building inspections on a yearly basis to detect potential health hazards
- m) Establishes procedures in coordination with the school nurses to follow in case of accident or emergencies
- n) Supervises scoliosis screening program in accordance with New York State Education Guidelines for Scoliosis screening. Works with school nurses and physical education instructors in maintaining a Scoliosis screening program and examines any student referred through the initial screening program

- o) Is available to school nurses whenever medical advice is requested
- p) Is available to meet with the Committee on Special Education when requested at a time convenient to both the committee and the physician and when arranged with reasonable advance notice
- q) Will participate in general meetings with the school nurses and in meetings with other school officials whenever appropriate to discuss health related problems
- r) Review and make recommendations regarding home tutoring requests
- s) Provide employment certificates (working papers) for those students examined during the school year when requested
- t) Advise school district regarding policies pertaining to HIV positive students and health precautions for school district employees
- u) Advises school as necessary with respect to the District Wide and Building Emergency Preparedness Plans

5. PROPOSAL SUBMISSION

Three (3) complete sets of the proposal are to be submitted to the District by 2:00 pm, Friday, June 29, 2007 and clearly labeled as follows:

Mr. Gregory J Sullivan
Assistant Superintendent for Business and Administrative Services
Peekskill City School District
1031 Elm Street
Peekskill, New York 10566

Re: Chief School Medical Officer

6. REQUIREMENTS

The detailed proposals shall be accompanied by the following information:

- a) General background information in regards to medical practice and resumé

Evidence of insurance coverage, as outline in Attachment A.

7. CONTRACT NOT TO BE ASSIGNED-

It is mutually understood and agreed that the Chief School Medical Officer shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, of his right, title or interest therein, or his power to execute such contract to any other person, company or corporation.

8. INVOICING-

Billing shall be made by monthly invoice, in duplicate, to Peekskill City School District, Business Office, 1031 Elm Street, Peekskill, New York 10566. All invoices shall be presented for payment by the 10th day of each month for the past month's service. No partial payments will be paid except when determined that this practice will be in the best interest of the Peekskill City School District, and upon mutual agreement of contractor. All invoices shall contain the following information:

- Name
- Address(es) where services were performed
- Description of services performed
- Date of services performed

9. LAWS AND REGULATIONS

The Chief School Medical Officer shall comply with all laws, ordinances and rules and regulations which may govern the work as specified in this contract.

10. INDEMNIFY:

The Chief School Medical Officer agrees to indemnify, defend and hold the Peekskill City School District, its Board of Education, officers and employees harmless from and against all liability, claims, actions, proceedings and suits, of any name and nature, as the same may relate to the services provided by the Contractor pursuant to this Agreement.

11. VEHICLE:

The Chief School Medical Officer shall provide his/her own transportation and gas in the execution of the aforementioned duties, and shall at all times, carry vehicle insurance as outlined in Attachment A of this agreement.

All costs related to the Contractor's vehicle shall be the responsibility of the owner/ Contractor.

12. RENEWAL

Renewal may be negotiated for additional one-year terms, by giving written notice of the desire to extend the Agreement with the District at least sixty (60) days prior to termination. The additional one-year terms contracts will be in an amount not to exceed the annual C.P.I. published in May.

13. TERMINATION

This contract may be terminated by either party by a thirty (30) day written notice to the other party.

14. CONTRACT

If awarded the contract, the terms and conditions of this proposal shall be the Contract with the Peekskill City School District and the undersigned agrees to be bound thereby.

Contractor

Peekskill City School District

Address

Date

City, State & Zip

Phone

Fax

Date

ATTACHMENT A

REQUIRED INSURANCE

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 unrestricted additional insured on the consultant's insurance policies, with the exception of workers' compensation 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:

- Purchase an insurance policy from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
- Contain a 30-day notice of cancellation.
- State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
- The district shall be listed as an additional insured by using endorsement CG 2026 or broader. 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.

a. The consultant agrees to indemnify the district for any applicable deductibles.

b. Required Insurance:

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate.

- **Automobile Liability**

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Professional Errors and Omissions Insurance**

\$1,000,000 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.

- **Excess Insurance**

On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.

- **Performance Bond**

In an amount representing 100% of the contract price. The district shall be named as the Obligee, and an original Power of Attorney, Corporate and Surety Acknowledgements must accompany the bond.

5. Consultant acknowledges that failure to obtain such insurance on behalf of the district 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.

6. The district is a member/owner of the NY 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 NYSIR, as the district's insurer.

7. The District reserves the right to waive these requirements on a case-by-case basis.