



**Marlboro Central School District
21 Milton Turnpike – Suite 100
Milton, NY 12547**

REQUEST FOR PROPOSALS FOR:
**SCHOOL PHYSICIAN
SERVICES**

PROPOSAL NUMBER:
RFP-MCSD-01-2019

PROPOSALS DUE:
WEDNESDAY, AUGUST 1, 2018; 2:00 PM



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I. OVERVIEW

The Marlboro Central School District (MCSD) is seeking proposals from interested persons and/or medical groups for the provision of **School Physician Services** to the Board of Education. The successful respondent will provide physician services for the Marlboro Central School District.

The specifications included herein will become part of the Contract agreed to between the Board of Education and the school physician. (Please see appendix A for last year's contract price and appendix B for the "Athletic Training Services Standing Protocol" which is expected to be endorsed as an agreement between the MCSD's athletic trainer and MCSD's district physician, both MCSD independent contractors)

To be considered, the proposal must be received by the Purchasing Agent no later than **2:00 p.m. on Wednesday August 1st, 2018**. Since this is a Request for Proposals, there is no public opening of the proposals. The MCSD reserves the right to reject any or all proposals submitted, to negotiate with any firm submitting a proposal, or to select a proposal other than that of the firm offering the lowest price to the MCSD.

During the evaluation process, the MCSD reserves the right, where it may serve the MCSD's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the District, individuals or medical groups submitting proposals may be requested to make oral presentations as part of the evaluation process. There is no compensation for such presentations, if requested.

II. SCOPE OF SERVICES

A. Term

The MCSD is soliciting the services of qualified interested persons and/or medical groups to provide School Physician Services for the twelve month period beginning **September 1st, 2018 and ending August 31st, 2019**. At the discretion of the Board of Education, upon recommendation by the purchasing agent and with mutual consent, these services may be renewed for two (2) additional years with an annual increase of the lesser of 2% or the CPI for services.

B. Scope of Work to be Performed:

1. The school physician shall, for each student visit, keep a record of the services provided. Such records will be kept on file at the school district and copies thereof shall be provided to school physician upon the request of the school physician.
2. To act as the liaison between MCSD and the student's primary health care provider as directed by MCSD
3. It is expected the doctor will be present on the field for all Marlboro Central School District home Varsity football games. Attendance at home varsity football games will be billed to the district in accordance with the hourly rate for school district physician services.
4. Provide Kindergarten, 2nd, 4th, 7th, and 10th grade physicals.
5. Sign prescriptions and medication authorization papers that allow MCSD Health Services to purchase emergency medications.
6. Provide physical exams, as requested, for all athletic programs at Marlboro Central School District. Report any unusual findings and provide recommendations for follow-up to the school nurse who will advise the parent or guardian.
 - a. Review physicals provided by primary care physician and accept or reject. Review of physicals performed by primary care physicians must be billed at the hourly rate with 12 physical reviews equaling one (1) hour of billable service. If rejected, the student must have a physical performed by the District Physician.



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II. Scope of Services (continued)

- b. If the student does not have a primary care physician, the district physician must perform physical.
- c. Reviewing physicals provided by primary care physicians must be completed, accepted or rejected, and reported back to MCSD within 72 hours of submission of physicals for review to the school district physician by MCSD.
- 7. Be available for consultation with the school nurse and/or Director of Student Services regarding urgent student medical issues, and/or potential public health issues.
- 8. Follow the Policy and Procedures for the Medical Director as outlined in the NYS Concussion Management Guidelines.
- 9. The school physician must be available to clear any student who has had a concussion.
- 10. Calls made to the district physician by MCSD employees requesting consultation on a student medical issue must be returned no later than the close of the next business day after which the call was received (4 pm). Urgent calls should be returned as soon as possible after being received.
- 11. The school physician shall, at the request of the Marlboro Central School District, assist in the development of Individualized Educational Programs (I.E.P.'s) for each assigned student and in the ongoing evaluation of students and/or student care, and attend appropriate meetings and/or hearings relating to student care. Such services shall be compensated at the hourly rate.
- 12. The school physician shall, at the request of the Marlboro Central School District, be available for consultations requested by school administration and mutually agreed upon medical services, and/or consultations, and/or communications.
- 13. The Marlboro Central School District shall provide the School Physician with all student records and information in MCSD's possession as may be necessary for the School Physician to provide services to the student.
- 14. Marlboro Central School District will provide adequate space and equipment as needed to carry out the services outlined in paragraphs 1 through 13 above.

III. DESCRIPTION OF THE MCSD

A. Contact Persons

The principal contact with the Marlboro Central School District for billing purposes will be the Director of Business & Finance. The School Physician will report and answer to the following person(s).

The Superintendent of Schools or his designee

B. Background Information

The fiscal year of the MCSD begins on July 1 and runs through June 30.

The Marlboro Central School District (MCSD) provides educational services for students ages 5 to 21. The MCSD, located in Ulster County in the State of New York, is approximately 80 miles north of New York City. The District has a population of approximately 2,000 in-district students. The MCSD has approximately 315 full and part-time employees. The MCSD is governed by a seven member Board of Education. MCSD has one elementary (K-5) school, one middle (6-8) school, and one high (9-12) school, each building is comprised of one principal and one assistant principal. The Special Education division is comprised of one student services director.



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IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are to be submitted:

- Request for proposals issued June 22, 2018
- Due date for proposals August 1, 2018
- Board of Education appoints individual/firm Approximately August 23, 2018

V. PROPOSAL REQUIREMENTS

Interested persons and/or medical groups shall use the following to format their proposal, and must address each issue in detail. Proposals shall be evaluated based upon the following:

STAFF 10%

Provide the names and resumes of all principal, supervisory and management staff to be assigned to the Marlboro Central School District. The interested persons and/or medical groups shall provide as much information as possible regarding the qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to the Marlboro Central School District.

Provide address and telephone/fax numbers of their principal place of business.

Provide evidence of licensing in New York State.

The doctor providing school physician services must be BOARD CERTIFIED and licensed as a PEDIATRICIAN, FAMILY PHYSICIAN, or a MED/PED.

Must sign collaborative practice agreement (4-NP-form NYSED) for

1. Nurse Practitioners in Itinerant Services (If applicable)

MCSD reserves the right to approve or reject any employee of the contractor performing services pursuant to this agreement.

EXPERIENCE 30%

The doctor providing school physician services must be BOARD CERTIFIED and licensed as a PEDIATRICIAN, FAMILY PHYSICIAN, or a MED/PED.

Identify key personnel who will provide direct services to the Board of Education, such as, relevant job histories, professional credentials, and related experience, especially in, but not limited to, working with government sector clients.

Provide the names of all current and former school district clients, with information on the number of years of service to each, along with the names and telephone numbers of contact persons in each district.

Individuals/Medical Group must provide evidence of business liability/medical malpractice and errors and omissions insurance.

Individuals/Medical Group may have experience with school emergency responses (lockdowns, lockouts, shelter in place, etc.). Individuals/Medical Group should detail their experience with these issues in their proposal.

Individuals/Medical Group shall detail their experience with children/young adults ages 5-21, including children with physical, medical, and emotional disabilities.



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LITIGATION, REGULATORY ISSUES AND CONFLICTS OF INTEREST 10%

Provide a description of any regulatory action taken against the firm within the last five years by a regulatory agency, such as the Internal Revenue Service or State Education Department.

Provide a statement verifying that there are no conflicts of interest between the firm and the MCSD.

Identify any litigation brought against the firm during the past five years. Explain any pending litigation that may have a financial impact on your firm.

Provide an affirmation by the firm that it will not delegate or subcontract its responsibilities under an agreement without the express written permission of the Marlboro Central School District.

PRICE 50%

Complete the “Schedule of Fees” contained in this document.

Hourly Rate for School District Physician Services: The proposal should contain all pricing information relative to performing the School Physician Services as described in this request for proposals. Hourly rates must cover all associated expenses incurred while performing school district physician services.

Included in the hourly rate is the requirement of Section II *Scope of Services*, Section B *Scope of Work to be Performed, #7*; to assist in the development of Individualized Educational Programs (I.E.P.’s) for each assigned student and in the ongoing evaluation of students and/or student care, and attend appropriate meetings and/or hearings relating to student care. These services performed as requested by the Director of Student Services for the MCSD.

Per Physical charge: The proposal must contain a price per physical for all physicals performed for the Marlboro Central School District. The hourly rate is not applicable for physicals performed as per specifications contained herein.

The District will not be responsible for Individuals/Medical Group expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

SUBMISSION OF INVOICES FOR PAYMENT FOR SERVICES RENDERED

The selected physician or firm will adhere to the following requirements when submitting invoices/billing requesting payment for services rendered in accordance with the specifications contained herein:

All invoices for physicals must detail and include the following:

- Student name
- Date(s) of service
- Type of physical performed (i.e. vision, hearing, football, etc., etc.)

All invoices for hourly school district physician services must detail and include the following:

- Brief description of services performed
- Start and finish times and associated total billable hours
- MCSD personnel requesting services
- Date(s) of service



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VI. EVALUATION PROCESS

Proposals will be evaluated in accordance with the percentages contained in Section V – Proposal Requirements.

During the evaluation process, the District may, at its discretion, request any one or all Individuals/Medical Group to make oral presentations. Such presentations will provide Individuals/Medical Group with an opportunity to answer any questions the District may have on an Individuals/Medical Group’s proposal. Presentations will be conducted at no cost to the Marlboro Central School District.

Right to Reject Proposals

Submission of a proposal indicates acceptance by the Individual/Medical Group 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 District and the Individual/Medical Group selected.

The District reserves the right without prejudice to reject any or all proposals.

VII. ADDITIONAL CONTRACT REQUIREMENTS

Compliance with Applicable Laws

The successful contractor warrants and agrees that any and all members of its staff who shall have contact with the District’s students shall have the appropriate fingerprinting and background checks in accordance with Part 87 of the Commissioner’s Regulations, prior to rendering the physician services referenced herein. The successful contractor further warrants and agrees that any and all members of its staff shall comply with all applicable State, Federal, public health, and educational laws, including but not limited to FERPA and Section 2-d of the NYS Education Law. The successful contractor must complete and abide by the terms of an Addendum, in which the contractor agrees to comply in all respects with Section 2-d of the NYS Education Law and the Parents’ Bill of Rights. The form of said Addendum is attached to this RFP as Appendix “C.”

Termination

The contract issued pursuant to this RFP will contain a termination clause allowing either party to terminate the contract upon sixty (60) days written notice and allowing the District to terminate the contract upon twenty (20) days’ notice for “good cause.” Contractor’s failure to comply with any material provision of the contract herein shall be deemed “good cause.”

Governing Law

Any claims, disputes, or other matters in question between the service provider and the District arising out of or relating to the above, shall be subject to and decided by the laws of the State of New York, and any such claims or causes of action, arising out of or in connection with the scope of service shall be commenced in Supreme Court in the State of New York, Ulster County, New York.

VIII. PROPOSAL SUBMISSION

Each Individual/Medical Group shall submit an original proposal to the following address:

Patrick M. Witherow
Director of Business & Finance/Purchasing Agent
Marlboro Central School District
21 Milton Turnpike – Suite 100
Milton, New York 12547

The **sealed** envelope shall be labeled: **“School Physician Services, RFP-MCSD-01-2019”**

All proposals must be received no later than August 1st, 2018 at 2:00 pm. Eastern Standard Time (EST). Late proposals may not be opened and may be returned to the sender.



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INDEPENDENT CONTRACTOR AND OBLIGATIONS UNDER THE LAW

The Individual/Medical Group will warrant and represent that it and its' employees shall be independent contractors and not employees of MCSD. The Individual/Medical Group, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out nor its' employees out as, nor claim to be, an officer or employee of the MCSD by reason hereof, and that neither it nor its' employees will not, by reason hereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the MCSD, 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 Worker's Compensation Law, and the New York State Unemployment Insurance Law. MCSD shall not be liable for any obligations incurred by the Individual/Medical Group, if any, including, but not limited to, unpaid minimum wages and/or overtime premiums.

The Individual/Medical Group agrees that, during the performance of the work required pursuant to this agreement, it and all its employees working under the Individual/Medical Group's direction shall strictly comply with all local, state, or federal laws, ordinances, rules or regulations controlling or limiting in any way, its actions during such performance of the work required by this agreement, including but not limited to the General Business Law, New York State Department of State Rules and Regulations and all local, state and federal health, safety and civil rights laws. Furthermore, each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and this agreement shall be read and enforced as though it were included therein. If, through mistake or otherwise, any such provision is not inserted, then upon the application of either party this agreement shall be forthwith physically amended to make such insertion or correction.

All Individuals/Medical Groups assigned pursuant to the terms of this agreement are required to submit to a fingerprint and criminal history record check pursuant to New York State Law and Part 87 of the State Education Department (SED) regulations (Commissioners Regulations). The fingerprint and criminal records check described above shall be conducted at the expense of the Individual/Medical Group and no services shall be provided by the Individual/Medical Group until such individuals have been approved by SED.



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INSURANCE REQUIREMENTS

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 additional insured on the consultant's insurance policies, with the exception of workers' compensation, NY State disability 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:
 - a. Be an insurance policy from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
 - b. State that the consultant's coverage shall be primary coverage for the District, its Board, employees and volunteers.
3. The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with the District. 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. The decision to accept an alternative endorsement rests solely with the District.
4. The consultant agrees to indemnify the District for any applicable deductibles.
5. Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - b. **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - c. **Professional Errors and Omissions Insurance**
\$2,000,000 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.
 - d. **Fidelity Bond**
For dishonest acts of the consultant's employees with coverage for computer fraud and fund transfer including client coverage.
 - e. **Excess Insurance**
On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.
6. 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.
7. 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 NYSIR, as the District's insurer.



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BID CERTIFICATIONS

FIRM NAME: _____

BUSINESS ADDRESS: _____

PHONE NUMBER: _____ DATE OF BID: _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Iran Divestment Act

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

III. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

1. State of non-collusion in bids and proposals to political subdivision of the State. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: non-collusive bidding certification.

a. “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

b. A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency of official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning sub-paragraph one (a).



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2. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the Board of Directors or the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature (Authorized)

Title

PREVAILING WAGE

Prevailing wage rates apply to this contract *(if box is checked)*

The successful bidder is required to pay the prevailing hourly wage rates and the prevailing hourly supplements pursuant to section 220-d of the New York State Labor Law.

- Contractors are responsible for paying all applicable prevailing rates throughout the term of the contract.
- A verified statement of payment of prevailing rates by the Contractor (Article 8 only) MUST be submitted to the Marlboro Central School District in order for payment to be made.
- Prevailing Wage Rates are incorporated into this document in accordance with the New York State Labor Law.



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CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____ day of _____ 201__

Notary Public: _____

OR



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DECLARATION OF BIDDER’S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder/contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate):

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012?

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and the foregoing is true and accurate.

SIGNED

SWORN to before me this _____ day of _____ 201__

Notary Public: _____



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SCHEDULE OF FEES

September 1st, 2018 through August 31st, 2019
School District Physician Services

\$ _____ **HOURLY RATE FOR SCHOOL DISTRICT
PHYSICIAN SERVICES**

September 1st, 2018 through August 31st, 2019
All Physicals

\$ _____ **PER PHYSICAL CHARGE**

Company: _____

Address: _____

Federal Identification Number: _____

Phone: _____

Fax Number: _____

E-Mail Address: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



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Appendix "A"
ADDENDUM TO PARENTS' BILL OF RIGHTS

1. ***Exclusive Purposes for which Student Data/Records/Information Will Be Used.*** Use of student data/records/information under this Agreement will be limited to that necessary for Contractor to perform its athletic training services related to District students. Such services may require, as appropriate, the necessary review of names and addresses of the student or the student's family members, athletic physicals, and other pertinent information upon request of the District.
2. ***Protective Measures Regarding Third Parties.*** Contractor will ensure that any of its employees, subcontractor or other person or entity with whom the Contractor shares student data/records/information is directed to consult the Parents' Bill of Rights for Data Privacy and Security posted on the District's website.
3. ***Storage of Data/Records/Information.*** Contractor will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information).
4. ***Expiration of Agreement.*** This Agreement expires on June 30, 2019, unless extended under the guidelines of the Agreement. Upon expiration of this Agreement, Contractor will ensure that all student data/records/information are returned to the District. Contractor will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Contractor's email account.
5. ***Parental Challenge to Accuracy of Data.*** In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data/records/information collected by the Contractor, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the school records, in accordance with the District's Student Records Policy.

Contractor acknowledges that it has received the Parents' Bill of Rights and understands its legal obligations as provided therein.

CONTRACTOR

By: _____

Dated: _____

MARLBORO CENTRAL SCHOOL DISTRICT

By: _____

Dated: _____



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Appendix “B”

**ADDENDUM TO AGREEMENT (“Agreement”) BETWEEN THE MARLBORO
 CENTRAL SCHOOL DISTRICT (“District”) AND (“Contractor”)**

1. ***Exclusive Purposes for which Student Data Will Be Used.*** Use of student data under this Agreement will be limited to that necessary for Contractor to perform the services referenced in the Agreement between the District and Contractor. Such services include, but are not limited to, the necessary review of student educational records and related information.
2. ***Protective Measures Regarding Third Parties.*** The Contractor will ensure that any subcontractor or other person or entity with whom the Contractor shares student data is directed to consult the Parents’ Bill of Rights for Data Privacy and Security posted on the District’s website.
3. ***Storage of Data.*** Contractor will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information).
4. ***Expiration of Agreement.*** Upon expiration of this Agreement, Contractor will ensure that all student data, including student transcripts, are returned to the District. Contractor will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Contractor’s systems.
5. ***Parental Challenge to Accuracy of Data.*** In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by the Contractor, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the school records, in accordance with the District’s Student Records Policy.

Contractor acknowledges that it has received the Parents’ Bill of Rights and understands its legal obligations as provided therein.

CONTRACTOR

By: _____

Dated: _____

MARLBORO CENTRAL SCHOOL DISTRICT

By: _____

Dated: _____