Request For Proposal

for

OCCUPATIONAL THERAPY SERVICES (IN/OUT OF DISTRICT)

MARCH 10, 2026

White Plains City School District
5 Homeside Lane
White Plains, NY 10605

Proposals must be submitted by:

Date: **MARCH 26, 2026**

Time: **1:00 p.m.**

Location: White Plains City School District
Business Office
5 Homeside Lane
White Plains, NY 10605

Request for Proposal for OCCUPATIONAL THERAPY SERVICES (IN/OUT OF DISTRICT)

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PUBLIC NOTICE

REQUEST FOR PROPOSAL FOR
OCCUPATIONAL THERAPY SERVICES (IN/OUT OF DISTRICT)

White Plains City School District
School Business Office
White Plains, New York 10605

The Board of Education of the White Plains City School District invites sealed proposals for providing **OCCUPATIONAL THERAPY SERVICES (IN/OUT OF DISTRICT)**. The Request for Proposal ("RFP") including forms for proposal, certifications, General Information and Conditions, and Specifications may be obtained from the District's Business Office at 5 Homeside Lane, White Plains, NY 10605.

In all cases, it must be understood that the General Information and Conditions and Specifications of the White Plains City School District shall apply. Proposals must be in sealed, opaque envelopes marked "RFP – **OCCUPATIONAL THERAPY SERVICES (IN/OUT OF DISTRICT)**" and will be received until **1:00** p.m. on **MARCH 26, 2026,** at the Business Office. The Board of Education reserves the right to reject all proposals, to request clarifications or corrections to proposals received, to waive what it deems to be an informality in the RFP process, to waive what it deems to be technical defects, irregularities and/or omissions relating to a specific proposal, to negotiate any portion of the proposals received, to re-advertise and solicit additional proposals or to cancel this RFP if it is in the best interest of the District to do so.

Proposals will be evaluated by the District. Any aspects of the service not addressed by the General Information and Conditions, or Specifications are left for the proposer to address. Alternatives to the General Information and Conditions, Specifications or additions to the Specifications are to be clearly identified by the proposer.

White Plains City School District
Toni Russo
Purchasing Agent
5 Homeside Lane
White Plains, New York 10605
Telephone: 914-422-2072

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General Information and Conditions

1. Proposals must be presented in a sealed, opaque envelope addressed as follows:

Toni Russo - Purchasing Agent
White Plains City School District
5 Homeside Lane
White Plains, NY 10605
Request for Proposal
OCCUPATIONAL THERAPY SERVICES (IN/OUT OF DISTRICT)

2. Proposals will be received until **1:00 p.m.** on **MARCH 26, 2026,** at the White Plains City School District, White Plains, New York.

3. Notice of Interest form must be filled out and returned to the address above by MARCH 20, 2026.

4. For questions regarding the Specifications, contact **Toni Russo, Purchasing Agent at (914-422-2072)**.

5. The White Plains City School District (the "District") will not reimburse responding persons or entities for any expenses incurred in preparing, clarifying and/or negotiating proposals submitted in response to this request.

6. During the evaluation process, the White Plains City School District reserves the right, where it may serve the District, to request additional information or clarifications from proposers, or to allow corrections or omissions. At the discretion of the District, proposers may be requested to make oral presentations or to attend a meeting or interview as part of the evaluation process. Proposers will not be paid or reimbursed for any time spent or expenses incurred in making a presentation or attending any meeting or interview as part of the evaluation process.

7. The White Plains City School District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal was selected. Submission of a proposal indicates acceptance of the conditions contained in this Request for Proposal ("RFP"), unless clearly and specifically noted in the resulting contract between the District and the selected proposer(s).

8. Proposals must include original copy, and an electronic copy (sent to tonirusso@wpcsd.k12.ny.us, with the subject line stating "RFP – **OCCUPATIONAL THERAPY SERVICES (IN/OUT OF DISTRICT)**" of all pages of the RFP with each page initialed by the proposer. All proposals must be submitted on and in accordance with

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the forms included in this document. The proposal sheets are not to be removed from the document.

9. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and numbers. In a case of discrepancy between the two, the amount written in words will govern. Prices and information required, except signature of the proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected. All signatures must be handwritten in ink. Facsimile, printed, or typewritten signatures are not acceptable.

10. A proposal shall include the legal name of the proposer and a statement whether the proposer is a sole proprietor, a partnership, a corporation, or other legal entity, and shall be signed by the person or persons legally authorized to bind the proposer to a contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature. A proposal by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Form of Proposal. A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the proposer.

11. All information received in response to this RFP shall become the property of the District. All proposals may be made available upon request pursuant to the Freedom of Information Law ("FOIL") for public inspection, except to the extent that certain personally identifiable information may be redacted as an invasion of personal privacy or the proposer has designated, and the District concurs that certain information constitutes a trade secret or other proprietary information or data. If a proposer believes that a portion of its proposal contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising the District of this fact shall accompany the proposal and the information is to be identified wherever it appears. Identifying an entire proposal as proprietary is unacceptable and will result in no part of the proposal being treated as containing a trade secret or other proprietary information or data.

12. Upon selection, the terms of the General Information and Conditions, the Specifications and the selected proposal will become incorporated into and form a part of the contract between the District and the selected proposer(s). The form of contract that the District intends to use is included in Appendix 11 and any exception to any provision in the attached form of contract (See Appendix 11) or requested deviation therefrom (addition, deletion, modification) must be submitted with the proposal with the specific language for the proposed revision or addition stated. The final contract form may only be modified by the District in its sole discretion and will be subject to the approval of the Board of Education of the White Plains City School District.

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13. This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to contract for services. The District intends to award on the basis of the best interest and advantage to the District. **THE DISTRICT'S BOARD OF EDUCATION RESERVES THE RIGHT TO REQUEST CLARIFICATIONS OR CORRECTIONS TO PROPOSALS RECEIVED, TO ACCEPT OR REJECT ANY OR ALL PROPOSALS RECEIVED AS A RESULT OF THIS RFP, TO NEGOTIATE WITH ALL QUALIFIED PROPOSERS, TO WAIVE WHAT IT DEEMS TO BE AN INFORMALITY IN THE RFP PROCESS, TO WAIVE WHAT IT DEEMS TO BE TECHNICAL DEFECTS, IRREGULARITIES AND/OR OMISSIONS RELATING TO A SPECIFIC PROPOSAL, TO RE-ADVERTISE AND SOLICIT ADDITIONAL PROPOSALS, TO ACCEPT THE WHOLE OR A PART OF A PROPOSAL FROM MORE THAN ONE PROPOSER OR TO CANCEL THIS RFP IN PART OR IN ITS ENTIRETY, AS IN THE BOARD OF EDUCATION'S JUDGEMENT IS IN THE BEST INTEREST OF THE DISTRICT.** The District may select the proposal which, in the District's sole discretion and with whatever modifications the District and the proposer may mutually agree upon. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, shall enter into a contract with the proposer(s) that is selected.

14. All proposals received after the time stated in the Public Notice, as modified by any Addenda, will not be considered. The proposer assumes the risk of any delay in the mail or by means of personal delivery, the proposer assumes responsibility for having his/her proposal deposited on time at the place specified.

15. The submission of a proposal will be construed to mean that the proposer is fully informed as to the extent and character of the services, supplies, materials, or equipment required to satisfactorily comply with the requirements of this RFP, which are included in the General Information and Conditions and the Specifications.

16. The selected proposer(s) must agree to the following Non-Discrimination Clause:
    a. Services provided pursuant to the resulting contract shall be provided without regard to a student's actual or perceived race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age, or disability.
    b. In hiring of employees for the performance of the services required by the resulting contract, the selected proposer shall not discriminate against any person who is qualified and available to perform such services by reason of such person's race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin. All solicitations or advancements for employees placed by or on behalf of the selected proposer will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status

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domestic violence victim status, predisposing genetic characteristics or national origin.

c. The selected proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to such employee's race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The selected proposer will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
d. The selected proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the selected proposer's legal duty to furnish information.
e. The selected proposer will send to each labor union or representative of workers with which he/she/it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the selected proposer's commitments under Section 202 of Executive Order No. 11246 of the President of the United States of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
f. The selected proposer will comply with all provisions of Executive Order No. 11246 of the President of the United States of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.
g. The selected proposer will furnish all information and reports required by Executive Order No. 11246 of the President of the United States of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, and will permit access to his/her/its books, records, and accounts by the District and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
h. The selected proposer's noncompliance with the nondiscrimination clauses of the resulting contract may cause the resulting contract to be cancelled,

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terminated, or suspended in whole or in part and the selected proposer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of President of the United States of September. 24, 1965, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order No. 11246 of President of the United States of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

i. The selected proposer will be required to include all of these nondiscrimination clauses in any subcontract or purchase order issued with respect to the resulting contract (to the extent the subcontract is consented to by the District) unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of President of the United States of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The selected proposer will also be required to take such action with respect to any subcontract or purchase order as may be directed by the United States Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the selected proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the selected proposer may request the United States to enter into such litigation to protect the interests of the United States.

17. To the extent the selected proposer needs to purchase supplies or contract with suppliers to fulfill its obligations under the resulting contract, the selected proposer will make commercially reasonable good faith efforts to utilize suppliers that are certified minority and women-owned business enterprises ("MWBEs"). To the extent subcontracting is needed and permitted by the District, the selected proposer will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBEs. The selected proposer shall retain documentation of these good faith efforts to be provided upon request to the District, New York State, and/or an agency or department of the United States government. Such commercially reasonable good faith efforts shall include but not be limited to (1) placing qualified small businesses, MWBEs on solicitations lists and assuring they are solicited whenever they are potential suppliers or subcontractors (if subcontracting is permitted by the District); (2) divide total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small businesses, MWBEs; and (3) using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development agency of the U.S. Department of Commerce when seeking suppliers or subcontractors. Documentation of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) written explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and

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(c) written explanation of the specific steps undertaken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

18. Unless otherwise agreed by the District, the selected proposer will invoice the District for its services on a monthly basis for the services provided during the preceding month. The invoice shall state the type(s) of services rendered in the prior month and the fees payable for such services. If the services were provided to any students, then the invoice must be accompanied at a minimum by documentation identifying the OCCUPATIONAL THERAPY SERVICES (IN/OUT OF DISTRICT) provided, the name(s) of the student(s) to whom services were provided, whether the services were provided individually or in a group (and when in a group, the number of students in the group, e.g. 5:1, 3:1, 2:1), the duration of each service session (e.g. 30 minutes, 45 minutes, 1 hour, etc.), and all dates on which each student attended the selected proposer's service session(s). If any of the students who were provided with services are Medicaid eligible, the selected proposer will provide any additional information concerning the services rendered as are necessary for the District to bill Medicaid for such services.

19. The selected proposer will be required to purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect the selected proposer and the District from claims for which the selected proposer may be legally liable, whether such operations be by the selected proposer or by anyone directly or indirectly employed by any of the selected proposer, or by anyone for whose acts the selected proposer may be liable. The selected proposer(s) hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the selected proposer(s)'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 resulting contract.

20. The policy naming the District as an additional insured shall:
    a. Be issued by an A.M. Best A- rated insurer, authorized to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred ; and
    b. State that the proposer's coverage shall be primary and non-contributory coverage for the District, its Board of Education, officers, employees, and volunteers with a waiver of subrogation in favor of the District including Workers Compensation.

21. The District shall be listed as an additional insured for General Liability coverage which shall be provided by standard or other endorsements that extend coverage to the District by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rest solely with the District. The certificate must state what endorsement is being used and a copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages. . The certificate of insurance must describe the services provided by the selected proposer that are covered by the liability policies.

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22. The selected proposer(s) agrees to indemnify the District for any applicable insurance policy deductibles or self-insured retentions.

23. Required Insurance for the selected proposer shall be:

a. Commercial General Liability
$1,000,000 per Occurrence/ $2,000,000 Aggregate
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$1,000,000 Sexual Misconduct and Assault
$100,000 Fire Damage
$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. There will be no coverage restrictions and or exclusions involving Sexual Assault and Molestation related claims. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.

b. Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees per NYS WC and Disability laws. 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online and a copy of such form must be provided to the District.

c. **Professional Errors and Omissions Insurance**
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the selected proposer(s) performed under the resulting contract for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the resulting contract. Coverage shall remain in effect for THREE years following the completion of the professional acts of the selected proposer(s) performed under the resulting contract.

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

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

23. The selected proposer(s) acknowledges that the failure to obtain such insurance on behalf of the District constitutes a material breach of the resulting contract and

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subjects it to liability for damages, indemnification and all legal remedies available to the District. The selected proposer(s) is to provide the District 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 of insurance(s) or the absence of same shall not be deemed a waiver of any rights held by the District. At the District's request, the selected proposer(s) shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the selected proposer(s) also will provide a copy of the policy endorsements and forms.

If the selected proposer utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If an independent contractor is required to provide Professional Errors and Omission coverage of their own, then proof of this coverage must also be provided to the District.

24. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The proposers understand and acknowledge 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.

25. This contract, if any, awarded as a result of this solicitation may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to the selected proposer for services rendered. The selected proposer will not incur any additional expenses upon receipt of the District's notification that the selected proposer's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the District must be completed by the selected proposer within thirty (30) days of the termination date. The contract awarded as a result of this solicitation may be terminated by the District in the event of a material breach by the selected proposer, upon three (3) days' written notice from the District. In the event of such termination, the District shall only pay the selected proposer for services provided prior to the termination in full compliance with the resulting contract and shall deduct from such sums (and if such sums are insufficient, the selected proposer shall pay to the District the additional sums required to compensate the District for) any costs and damages incurred by the District as a result of the material breach(es) of the resulting contract by the selected proposer,, including but not limited to the increased costs incurred by the District to secure replacement services.

26. The District is soliciting the services of qualified firms or individuals to perform **OCCUPATIONAL THERAPY SERVICES (IN/OUT OF DISTRICT)** for the fiscal year ending **JUNE 30, 2027**, with the option to perform similar services for each of the FIVE

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subsequent fiscal years. The resulting contract is subject to the annual review and recommendation of Assistant Superintendent of Special Education and Pupil Personnel, Dr. Karen Tesik and final award by the Board of Education. In no case shall the proposal be written to provide or be awarded for fiscal years after **JUNE 30, 2031**. These services are to be performed in accordance with the provisions contained in this RFP.

27. The School District each year will consider, upon request, an inflationary increase not to exceed the Consumer Price Index for December from the New York, Northeastern New Jersey area based upon index for all urban consumers (C.P.1-U). Said options shall be deemed to have been exercised upon formal written notification prior to the expiration of any contract(s) awarded as a result of this Request for Proposal. If the White Plains City School District exercises the option for the first additional twelve (12) month period, the contract(s) as renewed shall be deemed to include the option provision for the second, third, fourth, and fifth additional twelve (12) month periods. However, the total duration of the awarded contract(s), including any option(s) under this clause, shall not exceed sixty (60) months.

28. The selected proposer(s) may not engage subcontractors, hire others to perform all or part of the resulting contract, nor otherwise delegate the selected proposer(s)'s obligations to perform under the resulting contract without the express written consent of the District's Administration.

29. Proposals will provide, along with the completed proposal package, evidence demonstrating an ability to provide the requested services, including, a list of at least three (3) school districts which they have served and a summary of their experience over the past three (3) years of successful completion of the services required herein.

30. No charge will be allowed for federal, state, or municipal sales and excise taxes since the District is exempt from such taxes. Exemption certificates, if required, will be furnished on forms provided by the proposer.

31. DATA SECURITY AND PRIVACY: The selected proposer(s) understands that in performing the resulting contract he/she/it and its owners, operators, officers, directors, employees, agents, and subcontractors may have access to confidential information in possession of the District, including, but not limited to personally identifiable data and/or information concerning students, employees, student families, and information regarding sensitive, confidential, or internal District matters. The selected proposer(s) agrees the terms used shall have the same meanings as those found in New York Education Law Section 2-d(1) and the Regulations of the New York Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1), unless more broadly defined in the resulting contract. For purposes of the resulting contract , the selected proposer(s) agrees that the definition of Confidential Information includes all documentary, electronic and

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oral information made know to the selected proposer(s) and its owners, operators, officers, directors, employees, agents, and subcontractors through any activity related to the resulting contract and such Confidential Information shall not be disclosed to any third-party without the express prior written permission of the District. The selected proposer(s) understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of the resulting contract and the Data Security and Privacy Plan that will be an Addendum to and attached to the resulting contract. The selected proposer(s) agrees that if he/she/it receives a subpoena to divulge Confidential Information, he/she/it shall notify the District prior to divulging the same. The selected proposer(s) understand and acknowledge that the parents and/or guardians of students attending the District have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by the selected proposer(s). The selected proposer(s) further agrees that the terms and conditions set forth in this paragraph and all of its subparts shall survive the expiration and/or termination of the resulting contract.

32.. NON-EXCLUSION FROM PROGRAM PARTICIPATION:

a. Proposer represents and warrants that it, its employees, subcontracts and/or its agents are not excluded from participation, and are not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.
b. In the event proposer or any of its employees, subcontractors or agents providing services to the District under this Agreement is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the resulting contract, the selected proposer will notify the District in writing within three (3) business days after such event. Upon the occurrence of such event, whether or not such notice is given, the District reserves the right to immediately terminate the resulting contract.
c. Any employee, subcontractors or agent of the selected proposer found to be ineligible to participate in any such program during the term of the resulting contract will immediately cease services and be replaced with an eligible individual.

33. The selected proposer(s) acknowledges and agrees that if the selected proposer will have unsupervised direct contract with students and/or will provide services in a District school on more than five (5) days, the selected proposer and its employees will be required to be fingerprinted and have a criminal history record check completed as required by the Education Law of the State of New York. The selected proposer(s) agrees to cooperate with the District to obtain fingerprint and criminal record check clearances from NYSED and to complete any and all necessary forms or procedures, all at no cost or expense to the District.

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34. By submitting a proposal, each proposer understands and agrees that, if selected, it will be responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including but not limited to the New York State Safe Schools Against Violence in Education (SAVE) legislation, the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 2-d of the New York State Education Law (which concerns privacy and security of students, teacher and principal data). In addition, the selected proposer must adhere to all requirements and protocols as established by the District and the State Education Department of New York applicable to the services to be provided.

a. The selected proposer shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, by filing the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining a federal contract, grant or any other award covered by 31 U.S.C. § 1352. In addition, in compliance with the Byrd Anti-Lobbying Amendment, the selected proposer must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
b. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401, et seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 et seq.
c. The selected proposer must comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The selected proposer shall agree to fully indemnify, protect, defend, and hold harmless the District, its Board of Education, officers, agents, and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the services to be performed under the resulting contract.
d. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.
e. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer must comply with the requirements of 37 CFR Part 401, entitled "Rights to Inventions Made by Nonprofit Organizations

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and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and the Standard Patent Right Clauses contained in 37 CFR Section 401.14 will be incorporated by reference and deemed a part of the resulting contract.

35. To the extent applicable, if federal funds/grants are used to purchase the services to be provided and/or the materials to be supplied, the selected proposer(s) acknowledges and agrees that the District is required to provide an evaluation of the services performed or materials supplied by the selected proposer(s). The District reserves the right for the District's representative and/or his/her designee to monitor and/or evaluate the services performed and/or materials supplied by the selected proposer(s) by (a) conducting on-site visits, observations, surveys and/or interviews with participants and stakeholders, (b) document and artifact collection and review and/or (c) any other means applicable to the services performed and/or materials supplied. The results of any evaluation of services provided and/or materials supplied will be used to improve the selected proposer's future services.

SPECIFICATIONS

White Plains City School District is seeking the services of an **OCCUPATIONAL THERAPY SERVICES (IN/OUT OF DISTRICT) TO BE PROVIDED.**

1. **SCOPE OF WORK:**

IN DISTRICT SERVICES:

1. Based upon the recommendations of the Committee on Special Education, the District is required to provide occupational therapy services by New York State certified clinicians in accordance with Part 200, Regulations of the Commissioner New York State Education Department regulations.
2. Currently, in our five elementary schools there may be the students with Individual Education programs recommended to receive direct occupational therapy, one to three times per week for the 2026-2027 school year.
3. Currently, in our two middle school campuses there may be students with Individual Education programs recommended to receive direct occupational therapy, one time to two times per week for the 2026-2027 school year.
4. Currently, at our high school there may be students with Individual Education programs recommended to receive direct occupational therapy, one to two times per week for the 2026-2027 school year.
5. Currently, district-wide, there may be students who receive occupational therapy as part of a 504 plan.
6. The numbers may vary pending CSE recommendations at any time during the school year.

 Proposer's Initials: _____

7. In conjunction with a student's IEP, Occupational Therapy can be provided to a student individually or in a group.
8. The chosen provider will work cooperatively with district and building administration, psychologists, speech therapists and teachers to provide research-based, educationally appropriate services to White Plains students.
9. The annual rate for Occupational Therapy services will include timely completion of all paperwork, screenings, evaluations, and reports (including Medicaid), school related meetings (including CSE and Department meetings).
10. The chosen provider will be responsible for timely completion of written information related to the development and implementation of a student's IEP as it pertains to the delivery of occupational therapy, including but not limited to present levels of performance, goal and objectives and periodic updates on goal achievement to parents, to coincide with report card distribution. The provider must maintain and submit to district all data sheets to support goal assessment on a quarterly basis or when requested to do so.
11. Dates of service will follow White Plains Public School's yearly calendar along with the dates prescribed in each child's IEP.
12. Hours of service will be determined mutually by the district and the provider in conjunction with hours of operation for each school in the district.
13. The chosen provider will provide basic materials and supplies necessary to conduct occupational therapy sessions.
14. If a child's therapy as stated on a student's IEP requires individual equipment, supplies or materials, the district shall provide such items.
15. The district shall provide appropriate space to provide occupational therapy services and for safe storage of equipment, supplies and materials in each building.
16. The district will be responsible for obtaining from parent consent for evaluations and the required medical prescriptions to provide services.

OUT OF DISTRICT SERVICES:

1. Based upon the recommendations of the Committee on Special Education, the District is required to provide occupational therapy services by New York State certified clinicians in accordance with Part 200, Regulations of the Commissioner New York State Education Department regulations.
2. Currently in private schools located within the White Plains City limits, there may be students with Individual Education programs who are under the direction of the White Plains Department of Special Programs and Service, recommended to receive direct occupational therapy, for the 2026-2027 school year.
3. In conjunction with a student's IEP, Occupational Therapy can be provided to a student individually or in group at the private schools where the children are enrolled (or another designated location). (Note: schools are within the White Plains City Limits)

 Proposer's Initials: _____

4. The chosen provider will work cooperatively with Office of Special Education and school psychologists, consultant teachers and private school teachers to provide research-based, educationally appropriate services to students.
5. The annual rate for Occupational Therapy services will include timely completion of all paperwork, screenings, evaluations, and reports (including Medicaid), school related meetings, (including CSE and Department meetings).
6. The chosen provider will be responsible for timely completion of written information related to the development and implementation of a student's IEP as it pertains to the delivery of occupational therapy, including but not limited to present levels of performance, goals and objectives and periodic updates on goal achievement to parents. All data shared must be maintained and submitted on a quarterly basis or upon request.
7. Dates of service will follow White Plains Public School's yearly calendar along with the dates prescribed in each child's IEP.
8. Hours of service will be determined mutually by the district, the private school and the provider in conjunction with hours of operation for each school
9. The chosen provider will provide basic materials and supplies necessary to conduct occupational therapy sessions.
10. If a child's therapy as stated on a student's IEP requires individual equipment, supplies or materials, the district shall provide such items.
11. The chosen provider will reimburse its employees for travel from one private school to another.
12. The district shall provide appropriate space to provide occupational therapy services and for safe storage of equipment, supplies and materials in each building.
13. The district will be responsible for obtaining from parent consent for evaluations and the required medical prescriptions to provide services.

2. **GENERAL REQUIREMENTS**

a. Inquiries concerning the RFP and the subject of the request for proposals must be made to:

Toni Russo, Purchasing Agent
White Plains City School District
5 Homeside Lane
White Plains, NY 10605

b. Firm / Individual Qualifications and Experience
    1. Provide affirmative statement that the firm/individual is independent of the District.
    2. State the name(s) of the individual(s) to be assigned to the District provide brief resumes and related project experience.

 Proposer's Initials: _____

3. Provide a list of references for school districts or other entities for which **OCCUPATIONAL THERAPY SERVICES (IN/OUT OF DISTRICT)** were rendered within the past three years.

c. Proposer Information

The following will be required in an overview as part of the proposer's proposal:

1. Proposer name, size, and stability.
2. Provide the name and title of person(s) submitting the proposal, the proposer's main office address, and primary and secondary points of contact and their telephone and fax numbers, including area code.
3. Brief (one or two paragraphs) description of the proposer's business, its history, and future plans.
4. Provide copies of all applicable licenses and/or registrations held by the proposer and/or its owners, directors, officers, and/or employees.
5. Indicate number of years in business and experience in providing **OCCUPATIONAL THERAPY SERVICES (IN/OUT OF DISTRICT)** for school districts.

3. DESCRIPTION OF THE DISTRICT

a. Contact Persons

The selected proposer(s)'s principal contact with the White Plains City School District will be the Assistant Superintendent of Special Education and Pupil Personnel, Dr. Karen Tesik, (914-422-2034) who will-coordinate the assistance to be provided by the District to the selected proposer(s), if any.

b. Background Information

The White Plains City School District is located in Westchester County, New York. The District continues its long tradition as one of the most forward-thinking school districts in the nation, in a community that supports public education. We have an enrollment of more than 7000 students. The District is comprised of a High School, a Middle School with two campuses, 5 elementary schools and the Community High School. Detailed information on the District can be accessed on the District's website www.whiteplainspublicschools.org .

4. PROPOSAL TIMELINE

The following is a list of the anticipated dates for the District's actions with respect to this RFP:

Request for proposal issued:	MARCH 10, 2026
Notice of Interest Due:	MARCH 20, 2026
Submission date for proposals:	MARCH 26, 2026

 Proposer's Initials: _____

Board of Education Approval	MAY 2026
Selected firm(s) notified:	Upon Award, 2026
Contract date:	Upon Appointment
	*All dates are tentative

5. **EVALUATION OF PROPOSALS**

The District will evaluate the responses based upon the information supplied by the proposer. Criteria for evaluations will include:

	Category	**Weight**
1	The special knowledge or expertise of the proposer (e.g., experience and qualifications of the proposer, its owners, directors, officers and employees)	10
2	Suitability of the proposer for the District's needs	20
3	Credentials and applicable certifications of the proposer	20
4	Quality of the service provided by the proposer	10
5	Fee Schedule.	5
6	Staffing/time available from the proposer	30
7	Evaluation of Insurance Requirements	5

From the proposals received, the District may select a short list. The short list of proposers may be requested to attend an interview or meeting with the selection committee.

The undersigned acknowledges that there will be no cost to the District pertaining to the submission of its proposal or attending any meeting or interview. The District has the right to reject any and all proposals if, in its opinion, the best interest of the District will thereby be promoted.

 Proposer's Initials: _____

White Plains City School District
School Business Office
5 Homeside Lane
White Plains, New York 10605

RFP Appendices & Forms

 Proposer's Initials: _____

Appendix 1

NOTICE OF INTEREST

Request for Proposal ("RFP") – **OCCUPATIONAL THERAPY SERVICES (IN/OUT OF DISTRICT)**

Please complete and return this confirmation by **MARCH 20, 2026,** to:

Ms. Toni Russo
Purchasing Agent
White Plains City School District
5 Homeside Lane
White Plains, NY 10605
Telephone: 914-422-2072
Fax: 914-422-2297
E-Mail: tonirusso@wpcsd.k12.ny.us

Failure to return this form may result in no further communication or addenda distribution regarding this RFP.

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

E-Mail Address: _____

I have received a copy of the above noted proposal.

_____ We will be submitting a proposal.

_____ We will not be submitting a proposal.

If you are responding that you are not submitting a proposal, please explain:

_____

_____

 Proposer's Initials: _____

Appendix 2

AFFIDAVIT
THIS FORM MUST BE SIGNED AND NOTARIZED

_____, being duly sworn, deposes and says, that as an

Owner/operator of: _____:

I hereby represent to the White Plains City School District that (check any that apply)

_____ (A) The criminal history check will reveal that the owners/officers of this corporation have no criminal history.

_____ (B) The criminal history check will indicate that any of the owners/officers have been convicted of a misdemeanor or felony that was not expunged or sealed.

_____ (C) The corporation and or officers/owners have not had any lawsuits filed against them

_____ (D) The corporation and or officers/owners have pending lawsuits filed against them

If B is checked, I hereby provide the following details explaining my answer. Include at the minimum, the date(s) of conviction(s); for what misdemeanor(s) or felony(ies) the owners/officers were convicted; the jurisdiction(s) by which the owners/officers were convicted (attach additional sheets, if needed).

_____

_____

_____

If either or both of B or D are checked, I hereby provide the following details explaining my answer. Include at the minimum, the date(s) the lawsuit(s) was filed; the reason for the lawsuit(s); the jurisdiction(s) where the lawsuit(s) was filed and the outcome(s) of the lawsuit(s) (attach additional sheets if needed).

_____

_____

 Proposer's Initials: _____

I understand that my completion and submission of this Affidavit is just one part of the proposal process. I certify that my statements in this Affidavit and in any explanatory enclosures are, to the best of my knowledge and belief, true and correct, and that any omission and/or misstatement of any material fact(s) may cause the District to: (A) reject the submission of this proposal, (B) revoke any award of contract from the Board of Education; and/or (C) terminate the resulting contract and any fees pending.

Subscribed and sworn to before me

this _____ day of _____, ____ _____
(Person, Firm, or Corporation)

_____ _____
Notary Public (Authorized Signature)

 Proposer's Initials: _____

Appendix 3

CONFLICT OF INTEREST CERTIFICATION
THIS FORM MUST BE SIGNED AND NOTARIZED

Name of Proposer _____

Business Address _____

Telephone Number _____ Date of Proposal _____

The proposer above mentioned declares and certifies:

First	That the said proposer is of lawful age and the only one interested in this proposal, and that no one other than said proposer has any interest herein.
Second	That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
Third	That no member of the Board of Education of the White Plains City School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
Fourth	That said proposer has carefully examined the instructions, General Information and Conditions, Appendices, and Specifications prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this proposal is made.
Fifth	That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.
Sixth	The following non-collusive proposal certification applies to this proposal.

Subscribed and sworn to before me

this _____ day of _____, ____ _____
(Person, Firm, or Corporation)

_____ _____
Notary Public (Authorized Signature)

 Proposer's Initials: _____

Appendix 4

NON-COLLUSIVE PROPOSAL CERTIFICATION

THIS FORM MUST BE SIGNED AND NOTARIZED

Pursuant to Section 103-D of New York State General Municipal Law, every proposal made to a political subdivision of the state or any public department, agency or official thereof where competitive proposals are 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 proposer, and affirmed by such proposer as true under the penalties of perjury:

a) By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies and in the case of a joint proposal 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 proposal 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 proposer or with any competitor, or potential competitor.

2) Unless otherwise required by law, the prices which have been quoted on this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor or potential competitor, and

3) No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b) Any proposal made by a corporate proposer shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the including therein of the certificate as to non-collusion as the act and deed of the corporation.

Furthermore, that the proposer is legally competent and authorized to submit a proposal; that said proposer has carefully examined the instructions, General Information and Conditions, Appendices and Specifications and if successful will furnish and deliver, at the prices proposed and within the time stipulated, all the materials, supplies, apparatus, goods, service and labor for which this proposal is made; that in the event of the failure of the undersigned proposer to perform the services contained in the proposal the Board of Education of the White Plains City

 Proposer's Initials: _____

School District may terminate the resulting contract as set forth in the General Information and Conditions of the Request for Proposal; that the proposer agrees to comply with applicable New York State labor laws and other applicable state and federal laws.

Subscribed and sworn to before me

this _____ day of _____, ____ _____
(Person, Firm, or Corporation)

_____ _____
Notary Public (Authorized Signature)

Commission Expires_____

 Proposer's Initials: _____

Appendix 5

HOLD HARMLESS AGREEMENT

THIS FORM MUST BE SIGNED AND NOTARIZED

It is hereby agreed and understood that the proposer agrees to hold harmless and indemnify the White Plains City School District, its Board of Education, officers, agents, servants, and employees from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

Any injury to person or property sustained by the proposer, its owners, operators, officers, directors, agents, servants, or employees, or any person, firm, or corporation employed directly or indirectly by the proposer upon or in connection with the performance of the resulting contract.

However, caused, any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error, or omission of the selected proposer, its owners, operators, officers, directors, agents, servants or employees or any person, firm, or corporation, directly or indirectly employed by the proposer upon or in connection with performance under the resulting contract.

The assumption or indemnity, liability, and loss hereunder shall survive proposer's completion of service or other performance hereunder and any termination of the resulting contract.

The proposer at its own expense and risk shall defend any such legal proceedings that may be brought against the District, its Board of Education, officers, agents, servants, and/or employees on any claim or demand, and shall satisfy any judgment that may be rendered against the District, its Board of Education, or any officers, agents, servants, or employees.

This indemnification, defense, and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that proposer may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the proposer.

Subscribed and sworn to before me

this _____ day of _____, ____ _____

(Person, Firm, or Corporation)

_____ _____

Notary Public (Authorized Signature)

 Proposer's Initials: _____

Appendix 6

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

In order to be considered a responsible proposer, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded the proposal if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The White Plains City School District makes a determination, in writing, that the goods or services are necessary for the District to perform its functions and that, absent such an exemption, the District would be unable to obtain the goods or services for which the contract is offered.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

Subscribed and sworn to before me

this _____ day of _____, ____ _____
(Person, Firm, or Corporation)

_____ _____
Notary Public (Authorized Signature)

Commission Expires_____

 Proposer's Initials: _____

Appendix 7

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that
(Name of Individual Signing this Certification)

I am the _____ of the _____
(Title/Position of Signer) (Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the above-named proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

_____
Signature

Sworn to before me this
_____day of _____, _____

_____
Notary Public

 Proposer's Initials: _____

Appendix 8

PROPOSER NOT ON EXCLUSION LIST MAINTAINED BY THE FEDERAL GOVERNMENT'S SYSTEM FOR AWARD MANAGEMENT (SAM) CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that
(Name of Individual Signing this Certification)

I am the _____ of the _____
(Title/Position of Signer) (Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, under penalty of perjury, that the above-named proposer is not on the Exclusion List maintained by the U.S. Government's System for Award Management (SAM).

_____
Signature

Sworn to before me this
____day of _____, _____

_____
Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Proposer completes only portion of the form above this line. The portion of this form below this line will be completed by White Plains City School District (WPCSD) employee requesting new or updated vendor information.

Print WPCSD Employee Name and Title: _____

Date reviewed U.S. Government's SAM's Exclusion List: _____

Proposer Name: _____

Check the one that applies:

_____ Proposer was NOT included on U.S. Government's SAM's Exclusion List

_____ Proposer was included on U.S. Government's SAM's Exclusion List

WPSCD Employee Signature: _____

 Proposer's Initials: _____

Appendix 9

PROPOSER WARRANTIES

A. Proposer warrants that it is willing and able to comply with all laws and regulations of the State of New York. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy for at least the amount of coverage required in the attached Request for Proposal ("RFP") for the willful or negligent acts, or omissions of any of its owners, operators, directors, officers, employees, or agents.

B. Proposer warrants that it will not delegate or subcontract its responsibilities under the contract resulting from the attached RFP without the express prior written permission of the White Plains City School District.

C. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

D. Proposer warrants he/she/it has read and understands all General Information and Conditions, Appendices, Specifications, terms and conditions and requirements of the attached RFP.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Proposer's Initials: _____

Appendix 10

Quotation Form

Name of Firm: _____

Authorized Individual: _____

Pricing Information:

1. Proposed fee for your services: $_____
2. Hourly rate of pay: $ _____
3. List hourly rate of pay for various personnel with your firm as a basis for costing additional services, which may be requested:

Additional Services:	Hourly Rate:

 Proposer's Initials: _____

Appendix 11

Sample Agreement for Professional Services

UPDATED: 11-9-23

2023-2024 CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2023 by and between White Plains City School District (hereinafter referred to as "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 5 Homeside Lane, White Plains, NY 10605, and _____ (hereinafter referred to as "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at _____

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is in need of _____ services;

WHEREAS, SERVICE PROVIDER is in the business of providing services in the area of _____;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT**: This Agreement shall be in effect for the period of July 1, 2023, to June 30, 2024, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES**: SERVICE PROVIDER shall provide _____ services as described in the Request for Quotes ("RFQ") or Request for Proposals ("RFP") issued by SCHOOL DISTRICT, which is attached hereto as Exhibit "A", and as described in SERVICE PROVIDER's proposal dated _____, which is attached hereto as Exhibit "B". As part of the compensation set forth in Paragraph "3"below, the services provided by SERVICE PROVIDER shall include, but not limited to, the following:

_____
_____
_____

SERVICE PROVIDER represents that it has the requisite knowledge and skills to provide all such services. SERVICE PROVIDER recognizes that this Agreement does not grant SERVICE PROVIDER the exclusive right to perform the above-described services for SCHOOL DISTRICT and that SCHOOL DISTRICT may enter into agreements with other providers for the same or similar services.

All services shall be provided in strict compliance with law, in compliance with the terms and conditions of this Agreement and the terms and conditions of the Request for Quotes ("RFQ") or Request for Proposals ("RFP") issued by SCHOOL DISTRICT, which is attached hereto as Exhibit "A", and in compliance with the description provided in SERVICE PROVIDER's proposal dated _____, which is attached hereto as Exhibit "B". In the event of a conflict or inconsistency between this Agreement, the RFQ/RFP and/or SERVICE PROVIDER's proposal, the terms and conditions of this Agreement shall supersede and control over the RFQ/RFP and proposal and the terms and conditions of the RFQ/RFP shall supersede and control over the proposal.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER: _____ up to a sum not to exceed _____. The parties understand and agree that the SCHOOL DISTRICT will not pay for services unless and until such services are provided.

The SCHOOL DISTRICT reserves the right to monitor all contracts, including purchase orders, from commencement until completion and to certify satisfactory and timely performance/completion of the contract prior to the SCHOOL DISTRICT'S authorization of payment of the agreed contract amount to the SERVICE PROVIDER.

SCHOOL DISTRICT has not guaranteed, promised, or represented that it will utilize any minimum amount of the services to be performed by SERVICE PROVIDER under this Agreement. SERVICE PROVIDER waives any claims to lost or anticipated profits based on SCHOOL DISTRICT's failure to utilize SERVICE PROVIDER's services to the full amount authorized to be expended under this Agreement.

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice, together with all back-up documentation, for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER with all required documentation. The invoice shall state the type(s) of services rendered in the prior month and the fees payable for such services. If the services were provided to any students, then the invoice must be accompanied at a minimum by documentation identifying the OCCUPATIONAL THERAPY SERVICES (IN/OUT OF DISTRICT) provided (e.g., occupational therapy, physical therapy, speech and language, etc.), the name(s) of the student(s) to whom services were provided, whether the services were provided individually (1:1) or in a group (and when in a group, the number of students in the group, e.g. 5:1, 3:1, 2:1), the duration of each service session (e.g. 30 minutes, 45 minutes, 1 hour, etc.), and all dates on which each student attended the SERVICE PROVIDER's service session(s). If any of the students who were provided with services are Medicaid eligible, the SERVICE PROVIDER will provide any additional information concerning the services rendered as are necessary for SCHOOL DISTRICT to bill Medicaid for such services. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent

SAMPLE

SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **INDEPENDENT CONTRACTOR:** SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

7. **PRINCIPAL CONTACT PERSON**: The principal contact person of SCHOOL DISTRICT shall be _____ and all correspondence, reports and inquiries regarding this Agreement shall be directed to that person. SCHOOL DISTRICT will provide SERVICE PROVIDER with an email address to facilitate electronic communication between it and SERVICE PROVIDER. Any information transmitted in this fashion is subject to the Data Security and Privacy Plan provisions set forth in paragraph 14 of this Agreement.

8. **INCOME TAX DESIGNATION AND INDEMNIFICATION**: SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER'S sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

SAMPLE

9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records of SERVICE PROVIDER as they pertain to the services to be provided pursuant to this Agreement.

10. **EVALUATION OF SERVICE PROVIDER'S SERVICES:** If this Agreement is funded by federal funds/grant, then the SERVICE PROVIDER understands that the SCHOOL DISTRICT is required to provide an evaluation of the services performed and/or materials supplied by the SERVICE PROVIDER. The SCHOOL DISTRICT reserves the right for the SCHOOL DISTRICT'S representative and/or his/her designee to monitor and/or evaluate the services performed and/or materials supplied by the SERVICE PROVIDER by (a) conducting on-site visits, observations, surveys and/or interviews with participants and stakeholders, (b) document and artifact collection and review and/or (c) any other means applicable to the services performed and/or materials supplied.

11. **COMPLIANCE WITH LAW:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including but not limited to the New York State Safe Schools Against Violence in Education (SAVE) legislation, the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 2-d of the New York State Education Law (which concerns privacy and security of students, teacher, and principal data). SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder.

a. SERVICE PROVIDER shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, by filing the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining a federal contract, grant or any other award covered by 31 U.S.C. § 1352. In addition, in compliance with the Byrd Anti-Lobbying Amendment, SERVICE PROVIDER must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

b. To the extent applicable to the services to be provided and/or the materials to be supplied, SERVICE PROVIDER will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401, *et seq.*, and the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 *et seq*.

c. SERVICE PROVIDER shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. SERVICE PROVIDER shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the SCHOOL DISTRICT, its Board of Education, officers, agents, and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.

SAMPLE

d. To the extent applicable to the services to be provided and/or the materials to be supplied, SERVICE PROVIDER must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

e. To the extent applicable to the services to be provided and/or the materials to be supplied, SERVICE PROVIDER must comply with the requirements of 37 CFR Part 401, entitled "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and the Standard Patent Right Clauses contained in 37 CFR Section 401.14 are incorporated herein by reference and shall be deemed as part of this Agreement as if set forth verbatim herein.

12. **FINGERPRINTING AND BACKGOUND CHECKS:** If the below box requiring fingerprinting and background checks is checked, SERVICE PROVIDER agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. So, the SCHOOL DISTRICT can confirm such clearance, SERVICE PROVIDER shall provide to the SCHOOL DISTRICT a list of the individuals with their social security numbers who will be providing services to the SCHOOL DISTRICT pursuant to this Agreement prior to such individuals providing services to the SCHOOL DISTRICT using the form attached to this Agreement as Exhibit "D." In the event that SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the New York State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate this Agreement and SERVICE PROVIDER shall be responsible for and **pay to SCHOOL DISTRICT any costs and damages incurred by SCHOOL DISTRICT as a result of this material breach of the Agreement by SERVICE PROVIDER, including but not limited to the increased costs incurred by SCHOOL DISTRICT to secure replacement services**.

☐ Fingerprinting/Background Check Required
- Service Provider will have direct contact with students
- Service Provider will be providing services on more than 5 days

☐ Fingerprinting/Background Check **NOT** Required
- Service Provider will not have direct contact with students
- Service Provider will be providing services 5 days or less
- Service Provider is exempt
  - Basis of Exemption: _____

13. **SCHOOL GROUNDS & RULES**: It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

SAMPLE

14. **TERMINATION NOTICE**:

a. This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports, and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.

b. T**his Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER. In the event of such termination, SCHOOL DISTRICT shall only pay SERVICE PROVIDER for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, SERVICE PROVIDER shall pay to SCHOOL DISTRICT the additional sums required to compensate SCHOOL DISTRICT for) any costs and damages incurred by the SCHOOL DISTRICT as a result of the material breach(es) of this Agreement by SERVICE PROVIDER, including but not limited to the increased costs incurred by SCHOOL DISTRICT to secure replacement services.**

15. **DATA SECURITY AND PRIVACY**: SERVICE PROVIDER agrees that the terms used in this provision of the Agreement shall have the same meanings as those found in New York Education Law Section 2-d(1) and the Regulations of the New York Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules, and Regulations (8 NYCRR § 121.1), unless more broadly defined herein. For purposes of this Agreement, SERVICE PROVIDER agrees that all documentary, electronic and oral information, and data made known to SERVICE PROVIDER and/or, its owners, operators, officers, directors, employees, subcontractors and/or agents through any activity related to this Agreement is deemed Confidential Information and such Confidential Information shall not be disclosed to any third-party without the express prior written permission of SCHOOL DISTRICT. SERVICE PROVIDER understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of this Agreement and the Data Security and Privacy Plan attached hereto as Exhibit "C." The SERVICE PROVIDER agrees that if SERVICE PROVIDER receives a subpoena to divulge Confidential Information, SERVICE PROVIDER shall notify the SCHOOL DISTRICT prior to divulging the same. The parties further agree that the terms and conditions set forth in this paragraph shall survive the expiration and/or termination of this Agreement. Without limiting any of the foregoing statements in this paragraph, in accordance with Section 2-d of New York State Education Law the parties have agreed upon and incorporate herein by reference the "White Plains Public Schools NYS Education Law 2-d Data Security and Privacy Plan Addendum with Parents' Bill of Rights," which comprises Exhibit "C" to this Agreement.

16. **NON-EXCLUSION FROM PROGRAM PARTICIPATION:**

a. SERVICE PROVIDER represents and warrants that it, its employees, subcontracts and/or its agents are not excluded from participation, and are not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

b. In the event SERVICE PROVIDER or any of its employees, subcontractors or agents providing services to SCHOOL DISTRICT under this Agreement is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this Agreement, SERVICE PROVIDER will notify the SCHOOL DISTRICT in writing within three (3) business days after such event. Upon the occurrence of such event, whether or not such notice is given, the SCHOOL DISTRICT reserves the right to immediately terminate this Agreement.

c. Any employee, subcontractors or agent of SERVICE PROVIDER found to be ineligible to participate in any such program during the term of this Agreement will immediately cease services and be replaced with an eligible individual.

17. **INDEMNIFICATION and HOLD HARMLESS PROVISION:** To the extent permitted by law, SERVICE PROVIDER agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of SCHOOL DISTRICT, its employees, students or administrators by SERVICE PROVIDER, SERVICE PROVIDER must promptly reimburse SCHOOL DISTRICT for the full cost of any notifications SCHOOL DISTRICT is required to make as a result of the breach or unauthorized release.

18. **INSURANCE PROVISION:** SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and SCHOOL DISTRICT from claims for which SERVICE PROVIDER may be legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by SERVICE PROVIDER, or by anyone for whose acts SERVICE PROVIDER may be liable. Notwithstanding any terms, conditions, or provisions in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an unrestricted additional insured on SERVICE PROVIDER'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 this Agreement. The policies naming SCHOOL DISTRICT as an additional insured shall:

a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.
b. Contain a provision that provides SCHOOL DISTRICT with 30-day prior written notice of the cancellation of any of SERVICE PROVIDER's policies.

SAMPLE

c. State that the SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board of Education, officers, employees, and volunteers.
d. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by SERVICE PROVIDER that are covered by the liability policies.

Required Insurance to be provided:

f. Commercial General Liability
$1,000,000 per Occurrence/ $2,000,000 Aggregate
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$1,000,000 Sexual Misconduct and Assault
$100,000 Fire Damage
$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.

g. Worker's Compensation and N.Y.S. Disability
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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online and a copy of such form must be provided to the District.

h. **Professional Errors and Omissions Insurance**
$2,000,000 per occurrence/$2,000,000 per aggregate for the professional acts of the selected proposer(s) performed under the resulting contract for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the resulting contract. Coverage shall remain in effect for THREE years following the completion of the professional acts of the selected proposer(s) performed under the resulting contract.

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

j. Automobile Liability

SAMPLE

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

In the event that any of the insurance coverage to be provided by SERVICE PROVIDER contains a deductible or self-insured retention, SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of SERVICE PROVIDER.

SERVICE PROVIDER shall provide SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the SCHOOL DISTRICT's request, the SERVICE PROVODER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the SCHOOL DISTRICT's request, the SERVICE PROVIDER also will provide a copy of the policy endorsements and forms. The failure of the SCHOOL DISTRICT to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the SCHOOL DISTRICT. Prior to commencement of its services, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The SCHOOL DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The SERVICE PROVIDER understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the SCHOOL DISTRICT but also the NYSIR, as the SCHOOL DISTRICT's insurer.

19. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address for written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) business days after mailing. Notice shall be delivered or mailed to:

NAME OF PROVIDER
ADDRESS
CITY/STATE/ZIP CODE

White Plains City School District
5 Homeside Lane
White Plains, New York 10605
Attention: Superintendent of Schools

SAMPLE

20. **ASSIGNMENT OF AGREEMENT**: SERVICE PROVIDER shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

21. **DISCRIMINATION**:

a. Services provided pursuant to this Agreement shall be provided without regard to a student's actual or perceived race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.

b. In hiring of employees for the performance of the services required by this Agreement, SERVICE PROVIDER shall not discriminate against any person who is qualified and available to perform such services by reason of such person's race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin. All solicitations or advancements for employees placed by or on behalf of SERVICE PROVIER will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin.

c. SERVICE PROVIDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to such employee's race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SERVICE PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

d. SERVICE PROVIDER will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted

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by the employer, or is consistent with SERIVCE PROVIDER's legal duty to furnish information.

e. SERVICE PROVIDER will send to each labor union or representative of workers with which SERVICE PROVIDER has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the SERVICE PROVIDER's commitments under Section 202 of Executive Order No. 11246 of the President of the United States of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

f. SERVICE PROVIDER will comply with all provisions of Executive Order No. 11246 of the President of the United States of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

g. SERVICE PROVIDER will furnish all information and reports required by Executive Order No. 11246 of the President of the United States of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, and will permit access to SERVICE PROVIDER's books, records, and accounts by the SCHOOL DISTRICT and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

h. SERVICE PROVIDER's noncompliance with the nondiscrimination clauses of this Agreement may cause this Agreement to be cancelled, terminated, or suspended in whole or in part and SERVICE PROVIDER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of President of the United States of September. 24, 1965, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order No. 11246 of President of the United States of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

i. SERVICE PROVIDER will include the provisions of sub-paragraphs (a) through (h) of this Paragraph "20" in every subcontract or purchase order issued with respect to this Agreement unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of President of the United States of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. SERVICE PROVIDER will take such action with respect to any subcontract or purchase order as may be directed by the United States Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event SERVICE PROVIDER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

22. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES**: To the extent SERVICE PROVIDER needs to purchase supplies or contract with suppliers to fulfil its obligations under

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this Agreement, it will make commercially reasonable good faith efforts to utilize suppliers that are certified minority-owned or women-owned business enterprises ("MWBEs"). To the extent subcontracting is needed and permitted by the SCHOOL DISTRICT, SERVICE PROVIDER will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBEs. SERVICE PROVIDER shall retain documentation of these good faith efforts to be provided upon request to the SCHOOL DISTRICT, New York State, and/or an agency or department of the United States government for a period of not less than six (6) years following the expiration or earlier termination of this Agreement. Such commercially reasonable good faith efforts shall include but not be limited to (1) placing qualified small businesses and MWBEs on solicitations lists and assuring they are solicited whenever they are potential suppliers or subcontractors (if subcontracting is permitted by the SCHOOL DISTRICT); (2) divide total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small businesses and MWBEs; and (3) using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development agency of the U.S. Department of Commerce when seeking suppliers or subcontractors. Documentation of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) written explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and (c) written explanation of the specific steps undertaken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

23. **GOVERNING LAW**: This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in a court of competent jurisdiction in the County of Westchester in the State of New York.

24. **SEXUAL HARASSMENT**: Federal and state laws and the policies of the SCHOOL DISTRICT prohibit sexual harassment of employees and students. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that create a hostile or offensive working environment for SCHOOL DISTRICT employees or students. SERVICE PROVIDER shall exercise control over its employees, agents, and consultants so as to prohibit acts of sexual harassment of SCHOOL DISTRICT employees or students. In the event the SCHOOL DISTRICT, in its reasonable judgment, determines that SERVICE PROVIDER, its employees, agents and/or consultants have committed an act of sexual harassment, upon notice from the SCHOOL DISTRICT, SERVICE PROVIDER shall cause such person to be removed and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease.

25. **SEXUAL HARASSMENT WRITTEN POLICY & TRAINING PROVISION:** The SERVICE PROVIDER and in case of joint services, each party shall certify as to its own organization, that the SERVICE PROVIDER has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law as set forth in the Sexual Harassment Written Policy & Training Agreement attached hereto and made a part hereof as Exhibit "F" to this Agreement.

26. **SEVERABILITY**: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent

SAMPLE

jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

27. **NO PRIOR AGREEMENTS**: This Agreement constitutes the full and complete agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto.

28. **AGREEMENT CONSTRUCTION**: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

29. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any agreement (whether oral or written) in conflict with this Agreement.

30. **AMENDMENT:** This Agreement may be amended only in a writing that is signed by both parties. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

31. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

32. **COOPERATION IN THE EVENT OF LITIGATION:** In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against the SCHOOL DISTRICT, at its own cost and expense, SERVICE PROVIDER shall provide the SCHOOL DISTRICT with all reasonable information and assistance in the defense or other disposition thereof.

33. **FORCE MAJEURE:** If either party to this Agreement is compelled to cease performance of its obligations because of: (i) the passage after the term of this agreement commences any laws or regulations; (ii) any legal or administrative proceedings or order or directive of any government or governmental agency, court, or administrative agency having competent jurisdiction, including but not limited to the President of the United States, the Governor of New York State, the New York State Department of Health, the New York State Education Department, the County Executive of Westchester County, the Westchester County Department of Health or any Federal or State agency, department or official of competent jurisdiction; (iii) epidemic or pandemic; (iv) fire; (v) explosion; (vi) war or act of terrorism; or (vii) natural disaster, including but not limited to earthquake, hurricane, tornado, or flood; or (viii) any other cause beyond the control of a Party (collectively, "Force Majeure Event"), then the Party so affected will, while so affected, be relieved to the extent thus prevented from performing its obligations under this Agreement. In such event, such Party will take all reasonable measures to remove the disability

SAMPLE

and to resume full performance under this Agreement at the earliest possible date. If any Party is prevented from performing its obligations under this Agreement in part or in full as a result of a Force Majeure Event, it will give prompt written notice to the other Party, which notice will set forth the nature of such occurrence, the steps being taken and intended to be taken to remove the disability, and an estimate of the date when full performance under this Agreement will be resumed. In the event that SERVICE PROVIDER is prevented from performing some or all of services required by this Agreement as a result of a Force Majeure Event, SCHOOL DISTRICT shall have no obligation to pay for services not performed and SERVICE PROVIDER shall refund any fees already paid by SCHOOL DISTRICT for services that cannot or will not be performed as a result of the Force Majeure Event or the termination of this Agreement due to a Force Majeure Event.

34. **AUTHORITY TO ENTER AGREEMENT**: The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and to bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

35. **COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. An executed counterpart transmitted by facsimile or scanned and transmitted by email, when so delivered, shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WHITE PLAINS CITY SCHOOL DISTRICT

Date: By: _____

SUPERINTENDENT OF SCHOOLS/PRESIDENT OF THE BOARD OF EDUCATION/ASSISTANT SUPERINTENDENT FOR BUSINESS

[INSERT NAME OF SERVICE PROVIDER]

Date: By: _____

Print Name: _____

Title: _____

Employer Identification # or SS: _____

BUDGET CODE: _____

SAMPLE

EXHIBIT A

ATTACH RFP/RFQ ISSUED FOR THIS CONTRACT

SAMPLE

EXHIBIT B

ATTACH CONTRACTOR'S QUOTE/PROPOSAL

SUBMITTED IN RESPONSE TO THE RFP/RFQ ISSUED FOR THIS CONTRACT

SAMPLE

EXHIBIT C

WHITE PLAINS CITY SCHOOL DISTRICT'S PARENT BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

ADIMINISTRATOR MUST ATTACH THIS EXHIBIT IF THE CONTRACTOR WILL BE PROVIDED WITH PERSONALLY IDENTIFIABLE STUDENT INFORMATION/DATA OR CONFIDENTIAL APPR INFORMATION/DATA ABOUT TEACHERS OR PRINCIPALS.

SAMPLE

WHITE PLAINS PUBLIC SCHOOLS

NYS EDUCATION LAW SECTION 2-d
DATA SECURITY AND PRIVACY PLAN ADDENDUM
WITH PARENTS' BILL OF RIGHTS

Any vendor/SERVICE PROVIDER (aka: Third Party Contractor) that is handling personally identifiable information (PII) on students or confidential personally identifiable evaluation data (APPR) of classroom teachers or principals in either electronic or paper format, must sign off on the attached forms.

Name of Vendor/Service Provider/Contractor/Company:

_____

Address: _____

Phone #: _____

Name of person completing this form: _____

Title of person completing this form: _____

Signature of person completing this form: _____

Date: _____

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WHITE PLAINS PUBLIC SCHOOLS

DATA SECURITY AND PRIVACY ADDENDUM WITH PARENTS' BILL OF RIGHTS

_____, having offices at _____ (hereinafter "Third-party Contractor") and White Plains City School District, having offices at 5 Homeside Lane, White Plains, NY 10605 (hereinafter "School District") hereby agree to make this Data Security and Privacy Plan part of their Agreement for services, dated _____ (the "Agreement") and attach it as an Addendum to that Agreement. For this Data Security and Privacy Plan, the parties hereby agree to the following:

1. Definitions: Terms used in this Data and Security Privacy Plan (the "Plan") shall have the same meanings as those found in Education Law Section 2-d(1) and the Regulations of the Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1), unless more broadly defined herein.

2. Confidential Information. Third-party Contractor understands that in performing its Agreement with the School District, Third-party Contractor, its employees, officers, agents and subcontractors may have access to confidential information in the possession of the School District, including, but not limited to names, facts or information about individuals, businesses and families. Third-party Contractor may also have access to or acquire confidential information, potentially including student data, student directory information, student records, teacher or principal data, personnel information and records, information regarding sensitive, confidential or internal School District matters and other protected information. For purposes of this Plan and the Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Third-party Contractor through any activity related

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to the Agreement and the School District's use of the products and/or services provided by Third-party Contractor, except information available to Third-party Contractor from third parties on an unrestricted basis. Third-party Contractor understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of this Addendum and the Agreement. Third-party Contractor agrees that if he/she/it receives a request for disclosure of confidential information obtained from the School District, including but not limited to student data or teacher or principal data as defined by New York Education Law Section 2-d, pursuant to a statute, subpoena or court order, he/she/it shall notify the School District prior to disclosing the School District's confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order.

3. Without limiting any of the foregoing statements, Third-party Contractor further agrees:

a. To execute, comply with and incorporate as Schedule "1" to this Plan, as required by New York State Education Law Section 2-d and its implementing regulations, the Parents' Bill of Rights for Data Privacy and Security developed by the School District;

b. To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;

c. To comply with the data security and privacy policy of the School District, New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education as well as any changes to the policy, law and regulations that may be enacted, adopted and/or become effective during the term of this Agreement;

d. Not to sell, use or disclose personally identifiable student, teacher or principal data or information for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;

e. Not to use the education records of the School District or any personally identifiable student, teacher and/or principal information or data of the School District, as those terms are defined in Education Law Section 2-d and Part 121 of the Regulations of

SAMPLE

the Commissioner of Education, for any purpose other than those explicitly authorized in this Plan or the Agreement;

f. To use and maintain reasonable administrative, technical and physical safeguards and practices that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption technology, firewalls and password protection, to protect the security, confidentiality and integrity of personally identifiable student, teacher and/or principal information or data of the School District while in motion or in the custody of Third-party Contractor from unauthorized disclosure as prescribed by state and federal law, regulations, and the Agreement and the Third-party Contractor represents and warrants that it has the following safeguards and practices in place to protect personally identifiable information of the School District that it receives, maintains, stores, transmits or generates pursuant to the Agreement:

   i. [insert list or description of safeguards and practices of the Third-party Contractor];

g. To limit internal access within Third-party Contractor to personally identifiable student, teacher and principal information and data of the School District to only those officers, directors, employees, or authorized sub-contractors or assignees of the Third-party Contractor that are determined to need access to such records or data to perform the services set forth in the Agreement;

h. To use encryption **using at a minimum Advanced Encryption Standard (AES) 128 bit** to protect personally identifiable student, teacher and or principal information or data of the School District in Third-party Contractor's custody while in motion or at rest from unauthorized disclosure;

i. Not to disclose any personally identifiable student, teacher or principal information or data of the School District, as those terms are defined in Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education , directly or indirectly, to any other party who is not an officer, director, employee or authorized subcontractor or assignee of the Third-party Contractor using the data or information to carry out Third-party Contractor's obligations under the Agreement in compliance with New York State and federal law, regulations, and the Agreement, unless

   i. the other party has the prior written consent of the applicable student's parent/guardian or of the eligible student; or

   ii. the other party has the prior written consent of the applicable teacher or principal; or

   iii. the disclosure to the other party is required by statute, subpoena or court order and the Third-party Contractor provides a notice of disclosure to the New York State Education Department or the School District no later than the time the

SAMPLE

information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute, subpoena or court order;

j. To impose on any sub-contractor engaged by Contractor, with the consent of the School District, to perform any of its obligations under this Agreement the requirement to comply with all the confidentiality and data privacy and security obligations imposed on Contractor in this Agreement and by state and federal law and regulations, including but not limited to Section 2-d of New York State Education Law and Part 121 of the Regulations of the New York State Commissioner of Education;

k. In the event that a student's parent or guardian or an eligible student seeks to challenge the accuracy of student data pertaining to the particular student, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to this Agreement, the challenge will be directed in writing to Dr. Joseph Ricca, Superintendent of Schools, 5 Homeside Lane, White Plains, NY 10605, 914 422-2033, josephricca@wpcsd.k12.ny.us and processed in accordance with the School District's procedures;

l. In the event that a teacher or principal seeks to challenge the accuracy of teacher or principal data pertaining to the particular teacher or principal, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to this Agreement, the challenge will be directed in writing to Dr. Joseph Ricca, Superintendent of Schools, 5 Homeside Lane, White Plains, NY 10605, 914 422-2033, josephricca@wpcsd.k12.ny.us and processed in accordance with the procedures the School District has established for challenging annual professional performance review ("APPR") data;

m. To immediately notify the School District's Superintendent of Schools in the most expedient way possible and without unreasonable day and in no event more than seven (7) calendar days after discovering that any personally identifiable information of the School District, its employees, students, teachers, principals or administrators is breached and/or released without authorization;

n. To take immediate steps to limit and mitigate o the greatest extent practicable the damages arising from any breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers, principals or administrators;

o. In the event of a breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers or administrators by or attributable to Third-party Contractor, Third-party Contractor must pay for or promptly reimburse the School District for the full cost of any notifications the School District makes as a result of the breach or unauthorized release;

SAMPLE

p. To cooperate with the School District and other parties to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.

q. Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by Third-party Contractor; and

r. In the event Third-party Contractor breaches any of the privacy and confidentiality provisions of this Plan or the Agreement, the School District, at its sole discretion, may immediately terminate the Agreement.

4. Outline/describe how the Third-party Contractor will implement all state, federal and local data security and privacy requirements over the term of the Agreement in a manner that is consistent with the data security and privacy policy of the School District: _____

_____

_____

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5. Confidentiality Training. Third-party Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District's students as well as its teachers and principals. Prior to obtaining access or any further access to personally identifiable information of the School District's students, teachers and principals, Third-party Contractor represents and warrants that any officers, employees, subcontractors or agents of Third-party Contractor, who will have access to student, teacher and/or principal data of the School District, have received or will receive training on the federal and state laws governing confidentiality of such data from/by [insert how the training was or will be done]

SAMPLE

_____

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_____.

6. The Third-party Contractor represents and warrants that the information contained in the Supplemental Information portion of the Parents' Bill of Rights for Data Privacy and Security of the School District with respect to the Agreement, as stated in Exhibit 1 to this Plan, is accurate.

7. Will the Third-party Contractor utilize sub-contractors in the performance of this Agreement? (check one)

☐ Yes

☐ No

If Yes, how will the Third-party Contractor manage the sub-contractors to ensure personally identifiable data and information is protected?

_____

_____

_____

_____

_____

8. Describe how the Third-party Contractor will manage data privacy and security incidents that involve personally identifiable data or information, including but not limited to (a) what actions are taken to check for and identify data breaches and unauthorized disclosures of personally identifiable information or data and (b) how the School District will be notified promptly of any data breaches and unauthorized disclosures of personally identifiable data or information?_____

SAMPLE

_____

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9. Upon the expiration or non-renewal or termination of the Agreement, if requested by the School District, the Third-party Contractor will assist the School District in exporting in a form acceptable to the School District all student, teacher or principal data previously received by the Third-party Contractor or generated by the Third-party Contractor pursuant to the Agreement. In addition, after exporting such data if requested, within ninety (90) days of the expiration or non-renewal or termination of this Agreement, all information and data of the School District remaining in the possession of the Third-party Contractor will be deleted in accordance with the National Institute of Standards and Technology (NIST) standard 800-88.

10. It is understood that further revisions to this Plan or the Agreement may be necessary to ensure compliance with New York State Education Law Section 2-d if School District policies are adopted or revised or if New York Education Law Section 2-d or Part 121 of the Regulations of the Commissioner of Education are amended. Third-party Contractor and the School District agree to take such additional steps as may be necessary at that time to facilitate compliance with New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education.

11. Except as specifically amended herein, all of the terms contained in the Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

SAMPLE

12. The parties further agree that the terms and conditions set forth in this Plan shall survive the expiration and/or termination of the Agreement.

13. The undersigned representative of Third-party Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of Third-party Contractor with full legal rights, power and authority to enter into this Addendum on behalf of Third-party Contractor and to bind Third-party Contractor with respect to the obligations enforceable against Third-party Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Addendum on:

WHITE PLAINS CITY SCHOOL DISTRICT	_____ Third Party Contractor
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date:_____

SAMPLE

SCHEDULE 1

Parents' Bill of Rights Pursuant to Education Law §2-d

In accordance with Section 2-d of the New York State Education Law, the White Plains City School District hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians.

(1) Section 2-d of the New York State Education Law ("Section 2-d") and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. Section 2-d and FERPA assures the confidentiality of records with respect to "third parties," and provides parents with the right to consent to disclosures of personally identifiable information contained in the students" education records. Exceptions to this include school employees, officials and certain State and Federal officials who have a legitimate educational need to access such records. In addition, the District will, upon request of parents, or adult students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll.

(2) A student's personally identifiable information cannot be sold or released for any marketing or commercial purposes. The District will not sell student personally identifiable information and will not release it for marketing or commercial purposes, other than directory information released by the District in accordance with District policy.

(3) Personally identifiable information of students will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law.

(4) Personally identifiable information includes, but is not limited to:

i. The student's name;

ii. The name of the student's parent or other family members;

iii. The address of the student or student's family;

iv. A personal identifier, such as the student's social security number, student number, or biometric record;

v. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;

vi. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

vii. Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

(5) In accordance with FERPA, Section 2-d and the District's Student Record Policy, parents have the right to inspect and review the complete contents of their child's education record.

(6) The District has the following safeguards in place to protect student data, including personally identifiable information stored or transferred by the District: Centralized databases utilizing the Advanced Encryption Standard (AES) with minimums of 128 bit key encryption; computer servers are centralized in the district datacenter, which is locked and alarmed; utilizing a variety of intrusion detection software and policies, including firewall protection services of BOCES, antivirus software, network monitoring via WhatsUpGold software; strong/complex password policy with a change in effect every 90 or 180 days depending on the exact software system; constant training and reminders of users to not share usernames or passwords on any database system; annual audit of the safety systems by District's internal auditor.

(7) New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review, at http://www.nysed.gov/common/nysed/files/programs/student-data-privacy/collected-data-elements-1-17-2020.pdf or may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

(8) Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Any such complaint should be submitted, in writing, to: Dr. Joseph Ricca, Superintendent of Schools, 5 Homeside Lane, White Plains, NY 10605, 914 422-2033, josephricca@wpcsd.k12.ny.us. Complaints can also be directed to the New York State Education Department online at http://nysed.gov.data-privacy-security, by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234 or by email to privacy@mail.nysed.gov or by telephone at 5178-474-0937.

Supplemental Information for Agreement with _____ (hereinafter "Third-party Contractor") The Third-party Contractor will provide the following information and White Plains City School District (the "School District") will review and approve or require revision of this Supplemental Information until it is acceptable to the School District.

SAMPLE

(1) The personally identifiable student data or teacher or principal data (collectively, "the Data") received by the Third-party Contractor will be used exclusively for the following purpose(s):_____

_____

_____

_____

_____

(2) This Third-party Contractor is prohibited from further sharing any student data to subcontractors, research institutions, persons or entities that are not directly an employee or department/office within this Third-party Contractor's organization, unless written consent to such sharing is obtained from the School District. If such consent is requested and obtained, this Third-party Contractor will ensure that all subcontractors and other authorized persons or entities to whom student data or teacher or principal data will be disclosed will abide by all applicable data protection and security requirements, including those mandated by New York State and federal laws and regulations, by the following means: _____

_____

_____

_____

_____

(3) Absent renewal, this agreement expires annually on June 30. If the District doesn't renew the contract past June 30th of the contractual year, within 90 days of the expiration on June 30, all student data shall be deleted in accordance with the National Institute of Standards and Technology (NIST) standard 800-88.

(4) A parent, student, teacher or principal can challenge the accuracy of the Data received by or generated by the Third-party Contractor in writing addressed to, Dr. Joseph Ricca, Superintendent of the White City Plains School District at 5 Homeside Lane, White Plains, NY 10605.

(5) Describe where the Data will be stored (in a manner that will protect data security) and the security protections that will be taken by the Third-party Contractor to ensure the Data will be protected (*e.g.*, offsite storage, use of cloud service provider, secure data center using monitoring of the access doors, fire and security monitoring, system health and intrusion monitoring, data backups and retentions):

_____

_____

_____

_____

SAMPLE

(6) Third-party Contractor will use Advanced Encryption Standard (AES) with minimums of 128 bit key encryption or better to protect the Data while in motion or at rest in its custody.

WHITE PLAINS CITY SCHOOL DISTRICT	THIRD-PARTY CONTRACTOR
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SAMPLE

EXHIBIT D

ATTACH PROOF OF FINGERPRINTING AND BACKGROUND CHECK CLEARANCE BY NYSED OF SERVICE PROVIDER'S EMPLOYEES PROVIDING SERVICES TO THE SCHOOL DISTRICT

WHITE PLAINS CITY SCHOOL DISTRICT FINGERPRINTING AND BACKGROUND CHECKS

Commissioner of Education regulations require prospective school employees and service providers to obtain fingerprinting/background clearance from NYSED if:

- The Service Provider will have direct contact with students
- The Service Provider will be providing services on more than 5 days

For the services sought in Request for Proposals, the SERVICE PROVIDER agrees and understands that all individuals providing services must be cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation prior to providing services to the White Plains City School District. In the event that the SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department, the White Plains City School District shall have the right to immediately terminate this Agreement and the SERVICE PROVIDER shall be responsible for and **pay to the White Plains City School District any costs and damages incurred by the District as a result of this material breach of the Agreement by the SERVICE PROVIDER, including but not limited to the increased costs incurred by the District to secure replacement services**.

If you have any questions regarding fingerprinting and background clearances, please refer to the NYSED webpage. You can access the NYSED webpage by the following link: http://www.nysed.gov/educator-integrity/fingerprint-process

To allow the White Plains City School District, to check for NYSED clearances of your employees, who will be providing services, the following form must be completed and submitted. Any of your listed employees, who do not have NYSED clearances, will be required to undergo a fingerprint criminal background check by NYSED. Service Provider will be responsible for all costs associated with the fingerprint criminal background checks by NYSED and obtaining clearance from NYSED for the provision of services to White Plains City School District.

SAMPLE

WHITE PLAINS CITY SCHOOL DISTRICT
NYSED CLEARANCES

Name of Service Provider: _____

Authorized Individual: _____

List the name and social security number of each employee who will have direct contact with any student serviced by you; so, White Plains City School District may check to see if such employees have clearance from NYSED. If you have any questions regarding the NYSED clearance process, you may speak directly with Human Resources at 914-422-2356.

Employee Name:	Social Security Number:

SAMPLE

EXHIBIT E

ATTACH VERIFIED PROPOSER NOT ON EXCLUSION LIST MAINTAINED BY THE FEDERAL GOVERNMENT'S SYSTEM FOR AWARD MANAGEMENT (SAM) CERTIFICATION FORM

SAMPLE

White Plains City School District

PROPOSER NOT ON EXCLUSION LIST MAINTAINED BY THE FEDERAL GOVERNMENT'S
SYSTEM FOR AWARD MANAGEMENT (SAM) CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that
(Name of Individual Signing this Certification)

I am the _____ of the _____
(Title/Position of Signer) (Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, under penalty of perjury, that the above-named proposer is not on the Exclusion List maintained by the U.S. Government's System for Award Management (SAM).

_____
Signature

Sworn to before me this
____day of _____, 2020

_____
Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Proposer completes only portion of the form above this line. The portion of this form below this line will be completed by White Plains City School District (WPCSD) employee requesting new or updated vendor information.

Print WPCSD Employee Name and Title: _____

Date reviewed U.S. Government's SAM's Exclusion List: _____

Proposer Name: _____

Check the one that applies:

_____ Proposer was NOT included on U.S. Government's SAM's Exclusion List

_____ Proposer was included on U.S. Government's SAM's Exclusion List

WPSCD Employee Signature: _____

SAMPLE

EXHIBIT F

ATTACH SIGNED AND NOTARIZED SERVICE PROVIDER'S SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION FORM:

SAMPLE

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that
(Name of Individual Signing this Certification)

I am the _____ of the _____
(Title/Position of Signer) (Name of Service Provider)

I certify on behalf of the above-named Service Provider, and in the case of a joint services each party thereto certifies as to its own organization, under penalty of perjury, that the above-named Service Provider has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

_____
Signature

Sworn to before me this
_____day of _____, _____

_____
Notary Public

SAMPLE