

**REQUEST FOR PROPOSALS
FOR
ATHLETIC TRAINER SERVICES**

DUE DATE: March 7, 2023 at 1:00 P.M. Local Time

**GROSSE POINTE PUBLIC SCHOOL SYSTEM
20601 Morningside
Grosse Pointe Woods, Michigan 48236**

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I. OVERVIEW

The Grosse Pointe Public School System (the “School District”) currently secures various athletic trainer Athletic Trainer Services utilizing a third-party contracted service provider. The purpose of this Request For Proposals For Athletic Trainer Services (the “RFP”) is to solicit proposals under which a contractual relationship(s) may be established with one or more experienced and qualified entity(ies) to provide the Athletic Trainer Services requested herein to the School District in the most efficient and cost-effective manner possible that makes a positive contribution to the educational operations of the School District.

1.1. OBJECTIVES OF RFP

The primary objective of this RFP is to offer experienced professional athletic trainer service providers the opportunity to present a Proposal that thoroughly details their scope of services, staffing plans and cost structures for, along with their **qualifications** and **experience** in, providing and performing comprehensive athletic trainer services for the School District.

on insuradary objective of this RFP, subject to the terms and conditions of this RFP, is to establish a mutually beneficial contractual relationship with one or more experienced professional services providers under which the Athletic Trainer Services will be performed. Each Proposal must detail the Contractor’s experience and expertise in order to allow the School District to properly and promptly evaluate each Proposal and the scope of services to which the Proposal pertains, and the failure to do so may cause the School District to reject said Proposal.

NOTE: Throughout this RFP, a prospective athletic trainer services entity is referred to as the “Contractor.”

1.2. RFP PROCESS

The RFP and related documents will be available on or after February 17, 2023 through the School District’s website:

<https://www.gpschools.org/domain/2125>

Any questions or issues from prospective Contractors will be addressed by the School District in accordance with Sections 1.5.6 and 1.5.7 of this RFP.

Following the receipt of Proposals, the School District will review and evaluate the scope of, and methods and procedures for, the Athletic Trainer Services, as well as cost structures proposed to provide the Athletic Trainer Services for the School District within the scope of this RFP. Past experience will also be reviewed through the references of each company, and accordingly, staffing and experience with public school district operations should be included in the company’s qualifications as these references will be a component of the School District’s review of each Proposal.

The School District may select one or more experienced and qualified companies to proceed with the interview and negotiation process from those submitting Proposals. The

School District, in its sole and absolute discretion, will select the Proposal(s), if any, that it deems most qualified to serve the best interests of the School District, and may elect to move forward with all, some or none of the services contemplated herein. The School District, in its sole and absolute discretion, reserves the right to request post-Proposal interviews from all, some or none of the companies submitting Proposals. A major portion of the negotiations will include the financial terms of the contract. The School District reserves the right to select different/multiple vendors to perform the Athletic Trainer Services contemplated under this RFP.

1.3. SCHOOL DISTRICT PROFILE

The School District is located in Wayne County, Michigan. The School District supports a total of approximately 120 athletic teams between its two (2) high schools.

1.4. RFP TIMELINE

The School District's anticipated timeline for its RFP process is:

Issuance of this RFP	February 17, 2023
Deadline for written Requests For Clarifications	1:00 p.m. – February 24, 2023
DUE DATE FOR PROPOSALS	1:00 P.M. – MARCH 7, 2023
Contractor Interviews and Presentations	Week of March 13, 2023
Consideration of Contract Award	April/May 2023
Implementation of Contract	July 1, 2023

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the RFP timeline set forth above as it determines to be in its best interest.

1.5. PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

MARCH 7, 2023 at 1:00 p.m. local time (the “Due Date”)

1.5.1. Proposal Submission and Delivery: The Proposal and all other required information must be hand-delivered or mailed in hard-copy format to the School District. NO ORAL, FAX or E-MAILED Proposals will be accepted or considered. The Proposal and all other required information must be marked as follows:

PROPOSAL ENCLOSED
GROSSE POINTE PUBLIC SCHOOL SYSTEM
ATHLETIC TRAINER SERVICES
[Contractor's Name]
[Contractor's Address]
[Contractor's Telephone Number]

The Proposal package must be addressed and delivered on or before the Due Date and Time set forth in Section 1.5 above as follows:

GROSSE POINTE PUBLIC SCHOOL SYSTEM

Attention: Amanda Matheson

20601 Morningside

Grosse Pointe Woods, Michigan 48326

- 1.5.2. Proposal Forms:** Each Proposal must be submitted on and in accordance with the Proposal Forms included in this RFP. No alteration, erasure, or addition is to be made in the typewritten matter or changes to any Proposal Form or document provided (except for required information to be provided by the Contractor). Failure to follow this requirement may result in disqualification
- 1.5.3. Late Proposals:** Each Contractor is responsible for timely and complete submission of its Proposal. Proposals or Proposal revisions received after the deadline for submission on the Due Date will not be accepted or considered. *The School District is not liable for any delivery or postal delays.*
- 1.5.4. Returned Proposals:** All Proposals received after the deadline for submission on the Due Date will be unopened and made available to the respective Contractor for pick-up, at their sole cost and expense, for a period of two (2) weeks following the Due Date.
- 1.5.5. Opening of Proposals:** At approximately 1:05 p.m. on the Due Date stated above, the School District will acknowledge receipt of and open all timely submitted Proposals publicly at the location set forth Section 1.5.1 for delivery of Proposals. No immediate decision will be rendered. All persons interested in attending this Proposal opening may attend.
- 1.5.6. Requests For Clarification:** Prospective Contractors may request that the School District clarify information contained in this RFP or the scope of Athletic Trainer Services requested herein. All such requests must be made in writing via e-mail submitted to Amanda Matheson at mathesa@gpschools.org. The School District will not respond to any Request For Clarification received after **1 p.m. on February 24, 2023**. The response to any Request For Clarification will posted to the School District's website. No response will be made to any oral or e-mailed questions. It is each Contractor's responsibility to check the website prior to the Due Date to ensure that it has received all of the information, including, but not limited to, all clarifications of and Addenda to this RFP.
- 1.5.7. Restrictions On Communication:** From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall **not** communicate about the subject of this RFP or a Contractor's Proposal with: the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, contractors or employees of the School District; except for additional Requests For Clarification in accordance with Section 1.5.6 above, or as otherwise required by applicable law.

- 1.5.8. Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, all addenda will be issued through the School District's website and all addenda shall become a part of this RFP. Failure of a Contractor to receive, or acknowledge receipt of, any addenda shall not relieve the Contractor of the responsibility for complying with the terms thereof.
- 1.5.9. RFP/Proposal Information Controlling:** The School District intends that all Contractors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.
- 1.5.10. Finality of Decision:** Any decision made by the School District, including the Contractor selection, shall be final.
- 1.5.11. Reservation of Rights:** The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to negotiate with the Contractors concerning their Proposals. Although the School District is seeking to consolidate the Athletic Trainer Services with one Contractor, the School District reserves the right to select, if any, one or more Contractors to perform the Athletic Trainer Services on behalf of the School District. In the event a Contractor's Proposal is accepted by the School District and Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to thereafter nullify its acceptance, to reject the Proposal and award the Contract to another Contractor.
- 1.5.12. Release of Claims:** Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.
- 1.5.13. Contractor Bears Proposal Costs:** A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
- 1.5.14. Irrevocability of Proposals:** All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of one hundred twenty (120) calendar days following the Due Date for receipt of Proposals set forth above.
- 1.5.15. Collusive Bidding:** The Contractor certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or

corporation making a Proposal for the same Services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

1.6. **PROPOSAL REQUIREMENTS AND FORMAT.**

This outlines the information that must be provided by each Contractor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Proposals must: (i) demonstrate an understanding of the scope of services requested under this RFP; (ii) demonstrate the ability to accomplish the Athletic Trainer Services (as defined below) set forth in this RFP; and (iii) include all necessary information to enable the School District to thoroughly evaluate each Contractor's overall experience, expertise, qualifications and ability to deliver the Athletic Trainer Services in accordance with the requirements and obligations of this RFP. Each Proposal shall also include any other information or explanations that the Contractor feels is/are significant with respect to the School District making an informed decision relative to its Proposal.

Attached to this RFP as **Appendix E** is a form of contract under which the Athletic Trainer Services or component thereof (hereinafter all of which may collectively be referred to as the "Services") requested under this RFP shall be provided by the successful Contractor (the "Contract") (*See also* Section 2.1 of this RFP). The Contract contains many details relative to the Services requested by the School District, the terms and conditions under which the Services shall be provided by the Contractor and should be reviewed carefully by each Contractor prior to submitting a Proposal.

Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or, in the Contractor's opinion, are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the manner required on the Proposal Forms provided as part of this RFP.

Each Contractor shall submit its Proposal for an initial one (1) year term. Each Proposal shall include a transition plan/implementation schedule. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

1.6.1 Contractors must provide information, which will serve as an introduction of your company/firm on business letterhead. The Contractor's firm must have been in business for at least the past five years.

1.6.2 Contractors must provide background and qualifications of the management personnel who will be involved with the School District. Describe the chain of

command and reporting relationships. Include a proposed organization chart. This organization chart must reference where a School District liaison would be placed.

- 1.6.3** A detailed list setting forth any exceptions to this RFP, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP cannot be met by, or on the Contractor's opinion are not applicable to, the Contractor.
- 1.6.4** Contractors must provide detailed references, including contact name, address, phone number and scope of services, and evidence that they are currently providing Athletic Trainer Services for other K-12 school districts. This should include school districts of similar size and scope as the School District.
- 1.6.5** Contractors shall provide evidence of ability to provide adequate insurance coverage to protect the interests of themselves and the School District. Contractor must provide evidence of insurance with the requisite coverages and limits.
- 1.6.6** Contractors must demonstrate the ability to secure the necessary quantity(ies) and quality of staffing to perform the Athletic Trainer Services within the timeline provided for herein. Contractors shall provide documentation of sufficient financial resources to provide Athletic Trainer Services for a School District of this size and complexity.
- 1.6.7** Contractors must fully describe, and provide evidence and scope of, their formalized in-service training and educational programs for all employees.
- 1.6.8** Contractors shall meet all regulatory laws, codes, licensing and permitting requirements of Local, State, and Federal law that apply to Michigan public school districts and Athletic Trainer Services, including, but not limited to, the Michigan Revised School Code (MCL 380.1 et seq.).
- 1.6.9** Contractor must describe any other resources to be provided by your firm, not listed above, which would result in safe and efficient Athletic Trainer Services.
- 1.6.10** List all litigation or regulatory proceedings, for the past five years, within the State of Michigan, or if more than 85% of the Contractor's Athletic Trainer Services contracts are performed outside the State of Michigan, the State(s) where 85% or more of the Contractor's Athletic Trainer Services contracts are performed. These litigation and regulatory proceedings are to be limited to contract disputes and negligence actions for: (i) school districts in which the Contractor has been a party providing any type of Athletic Trainer Services; (ii) non-compliance of the Contractor's services or the Contractor's working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements; or (iii) any suits whereby an employee of the Contractor was found to have mistreated students in any manner. Therefore, it is contemplated under this RFP that workers' compensation and unemployment proceedings are not to be deemed part of this requirement.

- 1.6.11** Contractors must submit a letter setting forth its agreement to be bound with the terms and conditions of this RFP and the Contract.
- 1.6.12** Contractors must complete the Proposal Form included in this RFP as **Appendix C**.
- 1.6.13 Familial Disclosure:** All Proposals must be accompanied by a sworn and notarized affidavit disclosing any familial relationship that exists between the owner and/or any employee of the Contractor and any member of the School District's Board of Education or the superintendent of the School District. Any Proposal not accompanied by said sworn and notarized affidavit will not be considered or accepted by the School District. The Familial Disclosure Affidavit Form is included in this RFP as **Appendix A**.
- 1.6.14 Iran Economic Sanctions Act:** All Proposals must be accompanied by a sworn and notarized Affidavit of Compliance in accordance with Michigan Public Act No. 517 of 2012 (Iran Economic Sanctions Act). Proposals submitted without a fully completed, sworn and notarized Affidavit will not be considered. The Iran Sanctions Act Affidavit Form is included in this RFP as **Appendix B**.
- 1.6.15** Contractors shall provide detailed information regarding the amount, level and type of wages and benefits it will provide to the Athletic Trainers it will assign under the Contract to perform the Services.
- 1.6.16** Any other resources to be provided by the Contractor, not listed above, which would demonstrate or enhance the Contractor's ability to carry out the Services required under this RFP.

1.7. PROPOSAL EVALUATION

The Contractor must document their expertise, experience, and approach based on their understanding of the School District's requirements. The Proposal must be complete, clear and concise. The following non-exhaustive categories, not listed by rank, are the principal criteria by which Proposals may be evaluated:

- ◆ **Services Capability** as reviewed through Contractor's expertise, site visits, and references.
- ◆ **Business Stability** checked through various sources, as well as the Proposal.
- ◆ **Human Resources Management** as determined by a review of references, and by reviewing staffing capability and protocol, as well as other sources.
- ◆ **Cost** as indicated in the Proposal and through the negotiation process.

The School District will evaluate the Proposals based upon the above criteria, as well as other methods. The School District will select the Contractor(s), if any, that it deems most qualified to serve the interests of the School District to proceed to the negotiation process.

1.8. INTERVIEWS

The School District may require selected Contractors to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the School

District may have regarding the RFP and Contractor's Proposal. In that case, the School District will notify the Contractor's contact name as listed in its Proposal. In accordance with the RFP selection timeline, it is anticipated that interviews will be scheduled during the times set forth in Section 1.4 of this RFP.

1.9. INDEPENDENT CONTRACTOR

It must be understood that this RFP provides for the selection of a professional contractor to provide a turn-key program for the designated Services to the School District under an independent contractor basis. The School District currently secures the Services contemplated under this RFP through a third-party contracted service provider and all personnel, staff and additional services are provided by the current service provider as part of its scope of services.

1.10. CONTRACTOR COMMUNICATIONS

The Contractor shall designate a liaison to be available to communicate with the School District throughout the Contract term.

1.11. SCOPE OF SERVICES

It must be understood that this RFP provides for the selection of a professional company/firm to provide Athletic Trainer Services. Generally, the Contractor will provide a total of four (4) certified athletic trainers (two (2) certified athletic trainers for each School District High School) who are all licensed by the State of Michigan to provide 3,600 hours of athletic training services each year at each High School (7,200 hours annually in total) including first aid, emergency recognition and response, care and prevention of athletic injuries, injury assessment and recommendations and referral for specialized diagnoses and follow up medical care. As detailed scope of Athletic Trainer Services is set forth in Appendix D to this RFP. The School District may maintain a liaison to facilitate administration of the Contract and communication between the Contractor and the School District. The School District's Superintendent is authorized to modify this designation at any time upon written notification to the Contractor. The Contractor shall designate a liaison to be available to communicate with the School District throughout the Contract term.

II. CONTRACTUAL OBLIGATIONS

2.1. FORM OF CONTRACT

This is a Request For Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as Appendix E. The Contract contains many details relative to the scope of Services required under this RFP, as well as the terms and conditions under which the respective Services shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Contractor and

be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Contractor's opinion are not applicable to, the Contractor, provided however, that exceptions or special conditions of the Contractor will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The final Contract shall be subject to the review and approval by the School District's legal counsel. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Services. This information is provided to assist the Contractor in evaluating the School District and submitting a Proposal, and should neither supplant the terms and conditions of the Contract nor a careful review of the Contract by the Contractor.

2.2. CONTRACT CHARACTERISTICS

2.2.1 Term of Contract: It is the intent of the School District to award a contract to a Contractor for Athletic Trainer Services for the School District's approximately 120 athletic teams between the School District's two (2) high schools. The Contract is expected to begin on July 1, 2023 for a period of one (1) year, ending June 30, 2024 (the "Initial Term") with an option for the School District to extend the Contract by up to two (2) additional years on a year-to-year basis subject to approval by the School District's Board of Education, in its sole and absolute discretion.

2.2.3 Insurance Certificates: In addition to providing evidence of required insurance coverages as part of its Proposal, the Contractor shall furnish the following to the School District prior to execution of the Contract:

2.2.3.1 Insurance Certificates: An Insurance Certificate evidencing all insurance coverage in the following amounts: Commercial General Liability, including contractual liability and legal liability coverage with minimum limits of at least \$1,000,000 per occurrence; Professional Liability Insurance with minimum limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate (annually); Employer's Liability covering all employees of Contractor, with minimum of at least \$1,000,000 per occurrence; Workers' Compensation to statutory limits, covering all employees of Contractor; Commercial Automobile Liability with minimum limits of at least \$1,000,000 per accident arising out of or resulting from the operation, maintenance or use by Contractor's employees of any owned, non-owned or hired automobiles, trailers, or other vehicular equipment to be licensed; Umbrella Excess Liability with minimum limits of \$1,000,000. The School District shall be named as additional insured for the minimum liability limits listed below and these coverages and limits are to be considered minimum requirements under the Contract and shall in no way limit the liability or obligations

of the Contractor under any other provision of the Contract. The Contractor may not commence work until the School District has received the certificates from the Contractor.

2.2.4 Compliance with Laws and School District Policies: The Contractor shall comply with any and all laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, applicable to providing the Athletic Trainer Services anticipated in this RFP. The Contractor, including its employees and agents, shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in its Facilities and, on its properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. The School District shall use its best efforts, as reasonably requested by the Contractor, to assist the Contractor to comply with any and all applicable federal, state or local laws, rules and regulations. The Contractor by providing its Proposal to the School District represents and warrants that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations and licensing and permitting requirement applicable to providing the Athletic Trainer Services anticipated in this RFP. Additionally, all services must be in compliance with OSHA/MIOSHA. The Contractor shall be responsible and liable for the safety, injury and health of its personnel/employees while they are providing the services for the School District.

2.2.5 Governing Law: The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Macomb County, Michigan.

2.2.6 Fingerprinting and Background Checks: The Contractor acknowledges and agrees that in accordance with Michigan Public Act 84 of 2006, as amended, the Contractor shall be required to have all on-site personnel (including substitutes), as well as any and all of its agents, employees or representatives who will regularly and continuously be on any School District premises to carry out the Services contemplated by the Contract, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under the Contract. The Contractor acknowledges and agrees that all background checks must be completed through the School District and the School District will not accept any background checks conducted through the Contractor.

2.2.7 Confidentiality and FERPA Compliance: "Confidential Information" means any oral, written, or graphic, but not limited to, that which relates to business plans, strategies, products, developments, inventions, processes, designs, drawings, engineering, markets, software, hardware configuration, computer programs, services, customers, marketing or finances of the disclosing party, which Confidential Information is designated in writing to be confidential or proprietary or if given orally, is confirmed in writing as having been disclosed as

confidential proprietary within a reasonable time (not to exceed thirty (30) days after the oral disclosure. Confidential Information shall also be deemed to include with or without prior designation by the School District, the following: educational records and health information relating to the School District's students,' including without limitation such records as are protected from unauthorized disclosure under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232, and its implementing regulations; and personnel records and other information relating to the School District's employees which are obtained, accessed by, or disclosed or disseminated to Contractor in the course of performing the Services. Contractor further agrees that each employee of Contractor providing Services for the School District will, at the School District's request, execute a confidentiality agreement with the School District. Except as required by the freedom of information act, neither party may use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than in the performance or administration of the Contract. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under the Contract to have any such information. Moreover, in accordance with FERPA and the regulations promulgated thereunder, the Contractor is performing institutional services and functions for the School District that would otherwise be performed by the School District and accordingly is considered a school official, provided that: (i) the Contractor shall use and maintain education records and personally identifiable information of students (PII) in accordance with FERPA and the School District's policies and procedures; (ii) the School District has the right to audit the Contractor's use and maintenance of the School District's records (including education records and PH) at any time; and (iii) the Contractor shall not re-disclose any education records or PII of the School District or its students to any other party without the prior written consent of the School District and the applicable parent or eligible student.

III. PRICING

- 3.1.** Each Contractor shall submit its Proposal Pricing in accordance with the Proposal Pricing Form attached hereto as **Appendix C**. The prices proposed by the Contractor on the Proposal Pricing Form shall include all charges for labor, insurance, taxes, overhead, profit, and other applicable costs. The prices in the Contractor's Proposal must be based on the RFP specifications. The School District requests that Proposal Pricing be based upon a total annual fee for four (4) certified athletic trainers, with additional hourly pricing as set forth in the Proposal Pricing Form. If the Contractor desires to submit Proposal Pricing in a format different than what is required on the Proposal Pricing Form, the Contractor must clearly indicate that alternate pricing model. The School District shall not pay for any Services not rendered.

- 3.1.1. Cost Indexing:** If the Contract is extended or renewed, the Contractor agrees not to increase labor at a rate that is higher than the change in the Consumers Price

Index – All Items for the Detroit Metropolitan Area Consumers published by the United States Department of Labor, Bureau of Labor Statistics (any such increase, however shall not exceed three (3%) percent in any subsequent year of the Contract). Moreover, the Contractor, by submitting its Proposal, agrees to convene bi-annually with representatives of the School District, for the purpose of evaluating the efficiency of the performance of the Contract, so that further efficiencies may be uncovered and implemented into the Contract. As part of this process, and by submitting their Proposal, the Contractor agrees to pass along any savings to the School District.

IV. PROPOSAL

4.1. PROPOSAL CHECKLIST

Please attach copies of the following documents to your Proposal in addition to the Proposal Form, if applicable:

1. Letter of Introduction of Contractor
2. Contractor's Background, Qualifications and Organizational Chart
3. List of any and all Exceptions to Request For Proposal and/or Contract
4. List of Contractor's References, including K-12 school districts currently being serviced by Contractor
5. Contractor's Insurance Certificate(s)
6. Contractor's Verification of Addenda to the Request for Proposal, if any
7. Contractor's List of any and all Litigation or Regulatory Proceedings
8. Proposal Pricing Form
9. Affidavit of Contractor – Familial Relationship
10. Affidavit of Contractor – Iran Economic Sanctions Act
11. Certifications
12. Contractor Wage and Benefits Detail

APPENDIX A

FAMILIAL DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized officer of the below-named Contractor, pursuant to the familial disclosure requirement provided in the Grosse Pointe Public Schools System's (the "School District") Request For Proposals For Athletic Trainer Services, hereby represents and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of the Contractor and any member of the Board of Education of the School District or the Superintendent of the School District. A list of the School District's current Board of Education members can be found at: <https://www.gpschools.org/Page/12379>.

List any Familial Relationships:

CONTRACTOR:

By: _____

Its: _____

STATE OF MICHIGAN)

SS)

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2023, by

_____.

_____, Notary Public

_____, County,

Michigan

My

Commission

Expires:

Acting in the County of: _____

APPENDIX B

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named Contractor, hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that, in the event Contractor is awarded a contract as a result of the aforementioned Request For Proposal, the Contractor will not become an “Iran linked business” at any time during the course of performing the Work or any services under the contract

The Contractor understands and agrees that, if the School District receives credible information that this Affidavit includes false information, the School District will conduct an investigation that may lead to the termination of this contract as provided in the Act. The Contractor agrees to indemnify the School District (including its agents, employees and representatives), and hold them harmless, for all actual attorneys’ fees and costs, settlements, awards, judgments, interest and bonds arising from or relating to any such investigation.

The Contractor further acknowledges that any person who is found to have submitted a false certification may be responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contractor proposed contract for which the false certification was made, whichever is greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification

CONTRACTOR:

Name of Contractor

By. _____

Its: _____

Date _____

STATE OF _____)

) ss

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2023, by

_____, Notary Public

County, _____

My Commission Expires _____

Acting in the County of _____

APPENDIX C

PROPOSAL PRICING FORM

NAME OF COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

NAME OF AUTHORIZED REPRESENTATIVE _____

PHONE _____ EMAIL _____

The School District requests that Proposal Pricing be based the Athletic Trainer Services covered under this RFP Accordingly, Contractor's pricing should be inclusive of all costs and expenses of Contractor for performance of the Athletic Trainer Services If the Contractor desires to submit Proposal Pricing in a format different than what is required on the Proposal Pricing Form, the Contractor **must** clearly indicate the alternate pricing and clearly indicate that alternate pricing model

1. Total Cost for four (4) Certified Athletic Trainers for total of 7,200 hours/year	\$ _____ Annually
2 Cost for one (1) FTE Certified Athletic Trainer for 1,800 hours/year (if removed from scope of services/Contract)	\$ _____ Annually
3 Hourly Rate for Certified Athletic Trainer (if exceed 1,800 hours/year/trainer)	\$ _____ /hour
4 Hourly Rate for Certified Athletic Trainer (for credit if do not reach 1,800 hours/year/trainer)	\$ _____ /hour

WAGES AND BENEFITS

As part of the Contractor's Proposal, include detailed information regarding the amount, level and type of wages and benefits that will be offered to Contractor Athletic Trainers who perform the Services.

ACKNOWLEDGMENT OF TERMS & AUTHORIZATION

The undersigned Contractor acknowledges and agrees that the School District reserves, in its sole and absolute discretion, the right. (i) to accept or reject, in whole or in part, any and all Bids received in response to this RFP, (ii) to waive informalities and irregularities in the RFP process, (iii) to award the Contract to other than the Contractor with the lowest financial Proposal; and (iv) to award the Contract to one (1) or more Contractors If awarded the Contract, the Contractor agrees to enter into the form of Contract with the School District, and to furnish the services in strict accordance with this RFP and the Contract By submitting a Proposal, the Contractor certifies that its Proposal, as submitted, complies with all terms and conditions as set forth in this RFP, unless specifically enumerated as an exception as part of its Proposal

Contractor Name: _____

Authorized Individual Name: _____

Position/Title: _____

Signature: _____

Date: _____

APPENDIX D

Athletic Trainer Services

Contractor shall provide the following Athletic Trainer Services by providing four (4) certified athletic trainers (two (2) certified athletic trainers for each School District High School) who are all licensed by the State of Michigan to provide athletic training services including first aid, emergency recognition and response, care and prevention of athletic injuries, injury assessment and recommendations and referral for specialized diagnoses and follow up medical care. A certified athletic trainer shall mean a graduate of a four-year college program with a degree in athletic training who has obtained certification by the National Athletic Trainer Association (“NATA”) and holds a valid athletic training license in the State of Michigan.

Contractor shall provide the School District the certified athletic trainers, two (2) for each high school, pursuant to the schedule mutually agreed upon by the parties in writing for each school year of the Contract (July 1 through June 30). All hours of service will be at times mutually agreed upon by the parties. By mutual agreement, additional hours may be scheduled and will be billed at the rate set forth in the Contract. Documentation of the number of hours provided by the athletic trainer will be submitted to the School District with each invoice or as otherwise requested by the School District.

The School District shall provide the Contractor on a per season basis, a schedule of all athletic practices and contests which require the athletic trainer to be present. These schedules must be received at least three (3) weeks prior to the start of the season. The hours mutually agreed upon will be after school hours and weekend service. The athletic trainer, or an adequately trained and certified substitute will, except in the event of unavoidable unavailability of personnel, be present at all practices and contest times agreed upon.

The School District must notify the Contractor of any schedule changes or cancellations 24 hours in advance of the change, unless the change is due to an emergency such as school closure, power outage, weather, etc. Rescheduling of any cancelled practices or games shall be in writing to enable Contractor to reschedule Athletic Trainer Services for the new time and/or location.

The Athletic Trainer Services include, but are not limited to, the following:

1. Assist the coaches on the staff at High Schools in the areas of sports rehabilitation and athletic training,
2. Audit all athletic injuries, such audit to include written injury assessment;
3. Evaluate, treat and record all athletic injuries in accordance with the applicable standards of care, which treatment and care shall include the preparation of written injury reports. The Certified Athletic Trainer(s) treating the injury shall follow-up with telephone calls to the parents of an injured student athlete to be sure they understand all of the details of their son’s or daughter’s injury. The Certified Athletic Trainer(s) shall also work closely with physicians to ensure proper follow-up care of the injured athletes who seek care at a hospital.
4. Provide appropriate support services as needed to all athletic teams and programs at the High Schools, including, without limitation, compliance with MHSAA guidelines covering player safety and certification.
5. Assist with physical examinations of student athletes at the beginning of each academic calendar year. Student athletes will be offered the opportunity to obtain a physical at High Schools performed by the Certified Athletic Trainer(s) and physicians for a minimal fee. This date will be in August as agreed upon by both parties. (Parents or guardians of student athletes and/or student athletes who may have

legal status as an adult, shall have the right to choose the medical facility and/or physician of their preference for their physical examination.)

6. Provide Services at home and away games for Varsity football as available upon scheduling. Home games will be covered for all other events with priority given to contact/collision classified sports and then limited contact sports and finally, non-contact sports. When medical referral is indicated, parents and student athletes reserve the right to choose the medical facility of their preference.
7. Instruct and supervise student athletic trainers at High Schools who may volunteer their services during the contracted times contracted.
8. Provide in-service training to High Schools' coaching staff as needed (i.e. CPR, Basic First Aid, Exposure to Blood Born Pathogens, etc.).
9. Obtain Michigan High School Athletic Association (MHSAA) weight monitoring certification. The Athletic Trainers shall assist High Schools with compliance with the weight monitoring programs for wrestlers, which shall be scheduled at periodic times throughout the academic calendar year and at mutually agreed upon times between parties.
10. Provide the Athletic Trainer Services in a manner which is consistent with any applicable guidance provided by the State of Michigan or MHSAA related to COVID-19.
11. The Athletic Trainers shall be present at the School at least one-half hour prior to any "home" event including practices, games and tournaments and shall remain present until the event is concluded.

APPENDIX E
Form of Contract
Attached

ATHLETIC TRAINER SERVICES AGREEMENT

This Athletic Trainer Services Agreement (the "Agreement") is entered into as of _____, 2023, by and between **GROSSE POINTE PUBLIC SCHOOL SYSTEM**, a Michigan general powers school district, whose address is 20601 Morningside, Grosse Pointe Woods, Michigan 48236 (hereinafter referred to as "School District") and **[NAME OF CONTRACTOR]**, a _____, whose address is _____ (hereinafter referred to as "Contractor"). The School District and Contractor are each a "Party" and collectively the "Parties."

Recitals

- A. The School District issued a Request For Proposals for Athletic Trainer Services dated _____, 2023, as amended (collectively the "RFP"), the purpose of which was to solicit proposals from qualified entities with the ability to provide athletic trainer services for the School District's two (2) high school athletic teams
- B. In response to the RFP, the Contractor submitted to the School District a Proposal dated _____, 2023 (the "Proposal") to provide the athletic trainer services contemplated by the RFP.
- C. The School District desires to engage Contractor to perform the Services for the School District through properly qualified and licensed athletic trainers.
- D. Contractor is desirous of performing Services for the School District.
- E. The Parties agree that certain terms, conditions and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Agreement.

NOW THEREFORE, in consideration of the foregoing and mutual covenants set forth herein, the parties agree as follows:

- 1. **CONTRACT DOCUMENTS**. The object of this Agreement is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Agreement, the RFP, all Addenda to the RFP, the Proposal and other related documents attached to this Agreement or specifically incorporated herein by reference (the "Contract Documents"), and by including certain additional necessary or appropriate Agreement terms, particularly where the Agreement terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP and/or the Proposal. Notwithstanding the foregoing, the Contract Documents shall be interpreted in the following order of precedence: (i) this Agreement, including all exhibits and attachments; (ii) the RFP; and then (iii) the Proposal, provided that any terms or conditions in the Proposal that conflict with this Agreement or the RFP are not effective or a part hereof unless expressly made a part of this Agreement.
- 2. **TERM** This Agreement shall be effective from the _____, 2023, and ending on _____, 2024 (the "Term"). This Term may be extended by up to two (2) additional annual terms (each a "Renewal Term") upon the mutual written agreement of the Parties. Nothing in this Agreement requires the School District to exercise its option for a Renewal Term and Contractor has no expectation of a contract beyond the Term, or a Renewal Term if exercised.
- 3. **TERMINATION** If Contractor fails to perform the Services in accordance with this Agreement and fails to cure such default within three (3) days of written notice of such default, or if the Contractor fails to provide an assigned Athletic Trainer as required by the Services, the School District has the right to terminate this Agreement immediately. Notwithstanding the foregoing, the School District may terminate this Agreement for any reason and at any time by providing the Contractor with thirty

(30) days prior written notice. This Agreement may not be renewed or extended except upon the mutual written agreement of the parties

4. SCOPE OF SERVICES AND CONTRACTOR RESPONSIBILITIES. The parties acknowledge and agree that the basis for the School District engaging Contractor is its ability to provide four (4) athletic trainers (each an “Athletic Trainer” and collectively the “Athletic Trainers”). The Athletic Trainers are health care professionals who collaborate with physicians to optimize activity and participation of Student Athletes in sports and a healthy well-being. The athletic trainer services provided by the Athletic Trainers and the Contractor comprise of, but are not limited to, prevention, emergency care, clinical diagnosis, therapeutic intervention, and rehabilitation of injuries and medical conditions as set forth in Attachment A, attached hereto and incorporated herein by reference (the “Athletic Trainer Services” or “Services”) The Athletic Trainers will provide Services within the five domains of athletic training, which include injury/illness prevention and wellness protection, clinical evaluation and diagnosis, immediate and emergency care, treatment and rehabilitation, and organization and professional health and well-being. The Athletic Trainers shall be educated and trained and certified as set forth in this Agreement. In addition to the Services set forth in Attachment A, the Contractor shall also provide and be responsible for the following:
- a) Contractor will provide “Base Coverage” Services to the School District for not to exceed 7,200 hours during the Term utilizing the four (4) Athletic Trainers. “Base Coverage” is defined to include Services for any regular season practices or games, any league invitationals and tournaments, or any other events mutually agreed upon by the School District and the School District’s Athletic Director.
 - b) If requested by the School District, Contractor will provide “Extra Coverage” Services to the School District during the Term utilizing the Athletic Trainers. Extra coverage includes Services that are requested and performed in excess of the 7,200 hours of Base Coverage Services.
 - c) Timing of Services:
 - i. Contractor agrees to provide _____ () hours of Services per week during each athletic season. Contractor agrees to provide _____ () hours of Services per week during each Summer training season.
 - ii. Contractor will collaborate with the School District’s Athletic Director to determine how the Base Coverage hours will be utilized and determine the location of the Athletic Trainers when multiple events occur at the same time.
 - iii. Contractor agrees to make the Services available to travel with sports teams during Base Coverage events. Contractor agrees to cooperate with the Athletic Director to determine where and when Services will be provided off School District grounds for travel with teams throughout the season.
 - iv. Regular season home games not taking place on the School District’s property are termed as Base Coverage. The Athletic Director will notify Contractor as to if and when the School District desires coverage for these events
 - d) Contractor is only responsible for Services rendered through its Athletic Trainers and personnel during Base Coverage or Extra Coverage of Services. Contractor will not be held responsible or liable for services performed by others.
 - e) In the event an additional athletic trainers are requested by the School District, due to large volume of athletes, multiple sites, etc., Contractor agrees to cooperate with the School District to find additional athletic trainer(s) if needed.

- f) Contractor will assist the Athletic Director with the purchasing of athletic training supplies within the limits of the School District's budget.
 - g) Contractor agrees to provide each coach with all appropriate contact information and telephone numbers for open communication with Contractor and the Athletic Trainers. The Athletic Trainer's office telephone and/or email may be given to parents, athletes, students, or anyone needing an evaluation or information about an injury.
 - h) Contractor shall, at its sole cost and expense, maintain and supply proof of commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) in the aggregate and professional medical liability insurance for the Athletic Trainers in an amount of not less than one million dollars (\$1,000,000) per occurrence or three million dollars (\$3,000,000) in the aggregate. The Contractor shall provide the School District with a certificate of insurance prior to commencing any Services. The School District shall be named as an additional insured on such policies. Such certificate of insurance will not be cancelled without ten (10) days prior written notice to School District and cancellation of insurance will be grounds for immediate termination of this Agreement.
 - i) Contractor shall only provide certified athletic trainers to provide the Services. A certified athletic trainer shall mean a graduate of a four-year college program with a degree in athletic training who has obtained certification by the National Athletic Trainer Association ("NATA") and holds a valid athletic training license in the State of Michigan. The Athletic Trainer and any other athletic trainers provided under this Agreement shall be certified and in good standing with the NATA and NATA Board of Certification, as well as hold a valid athletic training license by the State of Michigan, which certification and license shall be available for review by the School District upon request. Contractor will maintain, supply proof, and keep in good standing all necessary licenses and certifications as follows:
 - i. State of Michigan Athletic Trainer License
 - ii. Board of Certification Athletic Trainer Certification
 - iii. First Aid Certification
 - iv. Cardiopulmonary Resuscitation CPR Certification with Automated External Defibrillator (AED)
 - j) Contractor will renew MHSAA Alpha Weigh-in on a yearly basis. Contractor will also act as the School District nutritional liaison during the wrestling season and complete and submit all required paperwork to the MHSAA.
 - k) Contractor will monitor the School District's AEDs and assist the School District with maintenance of the AEDs. It is not the responsibility of the Athletic Trainer or Contractor to purchase AEDs or supplies for the AEDs.
 - l) In the interest of career opportunities and development for student athletes, Contractor may work in cooperation with the School District to start a student athletic trainer program. All students will complete all applicable forms and be approved by the Athletic Director
5. SCHOOL DISTRICT'S RESPONSIBILITIES: The following are to be provided by School District to the Athletic Trainers and Contractor.
- a) It is the School District's responsibility to enforce the Athletic Code of Conduct.
 - b) The School District's Athletic Director will collaborate with the Athletic Trainers to determine how the Base Coverage hours will be utilized and determine the location of the Services when multiple events occur at the same time

- c) The Athletic Director will cooperate with Contractor to determine where and when the Services will be required to travel with teams throughout the season.
 - d) The School District will make training rooms available with adequate equipment and supplies with access to a telephone, fax machine, and computer with internet access.
 - e) The School District will define the athletic training budget at the beginning of each school year. It is the School's responsibility to purchase and pay for all athletic training supplies. It is the School District's responsibility to inform Contractor of any changes to the athletic training supply budget during the Agreement.
 - f) The School District will provide and maintain a motorized vehicle (golf cart type vehicle) that will be made available to Contractor for transportation of people and supplies to and from facilities as needed during its delivery of the Services at events on School District property.
 - g) The School District will maintain and purchase all supplies to maintain all School District AEDs
 - h) The School District will provide Contractor with keys to the athletic training room, buildings, offices, athletic fields, and other as necessary. If Contractor loses said keys, a \$500 assessment may be charge to Contractor to change all affected locks
 - i) The School District and Athletic Director will work with Contractor to establish emergency action plans and create a policy and procedure manual for the School District's athletic training program
 - j) The School District and Athletic Director will work with Contractor to secure a team physician to provide physician direction for the School District's athletic training program, which is mandated by Michigan state legislature.
 - k) The School District is responsible for setting the fee, providing the location, setting the time and date, marketing, collecting money, and supplying student required documentation for sport physicals
 - l) The School District will provide access to drinking water and an ice machine.
 - m) The School District will maintain equipment acquired or purchased by the School District's athletic training program.
 - n) The School District and Contractor agree to collaborate to create sponsorships to help subsidize the athletic training program
 - o) The School District is responsible for reimbursement of the MHSAA Alpha Weigh-in renewal fee of approximately thirty dollars (\$30.00). Additionally, the School District is responsible for the five dollars (\$5.00) per student-athlete fee for each School District student-athlete imputed into the Alpha Weigh-in system.
 - p) The School District agrees to maintain general liability insurance as required by law.
6. **SERVICES FEE:** The School District will pay Contractor at the rate of _____ and 00/100 Dollars (\$_____) per hour and a not-to-exceed amount of _____ and 00/10 Dollars (\$_____) annually for the Base Coverage Services during each year of the Term. The School District will pay Contractor at the rate of _____ and 00/100 Dollars (\$_____.00) per hour for the requested and performed Extra Coverage Services during the Term. Contractor will invoice the School District on a bi-weekly basis. Each invoice shall itemize, on a daily or weekly basis, the Services provided by Contractor (Base Coverage or Extra Coverage) and the event/team for which the

Services were provided The School District will pay all undisputed amounts within thirty (30) days of receipt of the invoice. Any disputed amounts will be promptly communicated to Contractor in writing and be withheld until resolved to the satisfaction of the School District.

7. CONFIDENTIALITY: Contractor acknowledges that during the Term of this Agreement, the Athletic Trainers shall have access to confidential information concerning student-athletes, including education records and personally identifiable information ("PII") of students. Contractor and the Athletic Trainer shall not at any time copy, disclose or otherwise use such PII or confidential information without the prior written consent of the School District. All such confidential information and PII shall remain the property of the School District and the School District may request an audit of Contractor practices regarding the use and retention of confidential information at any time. All such confidential information shall be returned to the School District immediately upon the termination of this Agreement.
8. INDEMNIFICATION OF SCHOOL DISTRICT BY CONTRACTOR. Contractor shall indemnify and hold harmless School District, its officers, directors, subsidiaries and each of their respective agents and employees, from any and all losses, costs, damages, expenses and/or liabilities, including but not limited to, any attorney's fees incurred by Contractor, its officers, directors, subsidiaries, and /or each of their respective agents and employees resulting from any lawsuit, claim or other legal proceeding or threatened proceeding arising solely out of or in connection with the failure to perform its duties or obligations hereunder or the negligent performance of such duties or obligations by Contractor, of its duties under the Agreement. The indemnification provided herein shall not apply to any act or failure to act that constitutes negligence, an illegal act or willful misconduct by School District, its subsidiaries, agents or employees.
9. INDEPENDENT CONTRACTOR. Contractor shall act as an independent contractor in the performance of its duties under this Agreement and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. Accordingly, Contractor shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of Contractor or the Athletic Trainer's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, Workers' Compensation insurance and any other taxes or business license or permits fees as required. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. Neither Contractor nor its employees or agents shall be entitled to participate in any plans, arrangements, or distributions by the School District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans. Further, the School District will not withhold or pay any State, Federal or Local taxes, FICA, FUTA, MESC insurance or Workers' Compensation Insurance or MPSERS contributions on behalf of Contractor or any of its personnel and Contractor will indemnify, defend and hold the School District harmless for the payment of such sums as applicable, including interest, penalties, or cost of collection of same, and reasonable attorney fees.
10. STUDENT FILES. All case histories, case records, x-ray films and files generated by the Athletic Trainer concerning students at School District shall be the property of the School District. The School District and Contractor and the Athletic Trainer shall comply with all laws, rules and regulations promulgated pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA"), as those may be applicable to the Services.

11. FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS. Contractor acknowledges and agrees that in accordance with Michigan Public Act 84 of 2006, as amended, Contractor shall be required to have the Athletic Trainer and all on-site personnel (including substitutes), as well as any and all of its agents, employees or representatives who will regularly and continuously be on any School District premises to carry out the Services contemplated by the Agreement, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Agreement. These criminal background checks must be completed through the School District by having all applicable Contractor personnel present themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal backgrounds checks, as directed by the School District, or if permitted by law, having said Contractor personnel provide written notification to the School District that said individual has previously completed fingerprinting and a criminal history and background check as an Contractor employee or agent in connection with contracting or working for another Michigan school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and indicating that the individual consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If such transfer is not permissible under applicable law, the Contractor acknowledges and agrees that Contractor personnel will be required to undergo the full fingerprinting and background check process. The School District will notify the Contractor once the applicable criminal background check has been completed for an individual(s) as to the results of the criminal background check in accordance with applicable law. If Contractor wishes to receive a copy of any report that may be provided to Contractor under applicable law, it shall have the Contractor employee provide written consent to the School District acknowledging its consent to provide Contractor with a copy of the report at the time fingerprinting and background checks are initiated. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to the School District that it will at all times during the Initial Term or any Renewal Term of this Agreement be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, requiring all its personnel to report to the School District within three (3) business days of when any of its agents, employees or representatives who will regularly and continuously be on the School District's premises to carry out the Services contemplated by the Agreement Documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the School District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorneys' fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's (or its employees' or agents') failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks and all such fingerprinting and criminal background checks must be completed before the first day that the individual provides Services to the School District. The Contractor shall supply all necessary data and information, as requested by the School District, to enable the School District to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel." Contractor acknowledges and agrees that all background checks must be completed through the School District and the School District will not accept any background checks conducted through Contractor. The School District will issue any applicable Red Light/Green Light letters for necessary personnel.

12. PRIVACY AND SECURITY. Each Party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104 191) (“HIPAA”). Furthermore, the parties shall promptly amend this Agreement or execute such documents to conform with any new or revised legislation, rules and regulations to which Contractor is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, “Laws”) in order to ensure that Contractor and School District are at all times in conformance with all Laws. If, within 30 days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon 30 days prior written notice
13. COMPLIANCE WITH LAWS AND POLICY. Contractor and the School District shall abide by and adhere to all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the performance of any obligations under this Agreement. Additionally, while performing the Services or while in or on the School District’s property, Contractor, its employees and agents shall be responsible for knowing and shall be subject to, and adhere to, all the rules, regulations, policies and procedures of the Contractor
14. NOTICES. Any notice required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by United States Certified Mail, return receipt requested, addressed as follows:

Contractor

School District

Grosse Pointe Public School System
20601 Morningside
Grosse Pointe Woods, MI 48236
Attn: _____

15. THIRD PARTY RIGHTS. Except as otherwise expressly stated herein, the Parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third-party beneficiaries to this Agreement.
16. WAIVER OF BREACH. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
17. OTHER SERVICES. The School District has the right to secure services (that may be similar or related to the Services contemplated herein) from other providers and Contractor is not an exclusive provider to the School District
18. GENERAL PROVISIONS:
- a) This Agreement supersedes any prior agreements between Contractor and School District.
 - b) No assignment of this Agreement or other rights or obligations hereunder shall be valid without the specific written consent of the parties hereto.
 - c) Each of the provisions of this Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns. However, Contractor may not

assign this Agreement without the School District's prior written consent and any such assignment not approved by the School District shall be null and void.

- d) This Agreement shall be construed according to the laws of the State Michigan Venue shall be Wayne County, Michigan

IN WITNESS WHEREOF, Contractor, and School District have caused this Agreement to be signed by their duly authorized officers as of the day and year first above written.

**GROSSE POINTE PUBLIC
SCHOOL SYSTEM**

[NAME OF CONTRACTOR]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachment A

Scope of Athletic Trainer Services

Attached