

**Purchasing Department**  
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May 8, 2018

ADDENDUM NO. 2

RFP No: 20-1718  
Athletic Training Support Services

**QUESTION AND ANSWER**

1. **Q.** Based on the statement on **RFP Page 5, Section D.2.**, regarding additional hours, can we provide two “price proposals”? One would be based on the 20-25 hours per week and another based on the 30-35 hours per week?

I know the ‘evaluation scoring’ would be based on the 1<sup>st</sup> proposal, that will be based on the 20-25 hours per week, but was hoping that the 2<sup>nd</sup> proposal could be factored in to the “Approach to high school training programs and Qualifying Factors” (**RFP Page 8, Section 2**) evaluation rating. I don’t want to add a 2<sup>nd</sup> proposal unless the District is ok with including it in the proposal.

**A.** We’re fine with the submittal of an alternate proposal of 30-35 hours per week. We will evaluate all submittals on the 20-25 hours per week and currently only have the budget to support 20-25 hours per week.

2. **Q.** On **RFP Page 7, Section I.1.**, is the ‘dollar amount’ we propose for the “Pricing Evaluation” the cost we are asking District 81 to pay us, per high school, to provide the below (from **2<sup>nd</sup> Addendum Page 10 of our current contract - Attached**)

4.3.5.1 School Day Coverage. Set hours of AT coverage each school day, totaling a minimum of 20 – 25 hours per week, per school served (mutually agreed upon depending on the sports season, regular season after school events, post-season events, and weekend coverage).

4.3.5.2 Summer Camp Coverage. Set hours of AT coverage for summer camps, totaling a minimum of 16 - 18 hours per week, per school served for the four-week summer camp season. Specific days/times will be coordinated with the SPS Athletic Director at each school site.

This amount in our current contract is \$27,820.

**A.** Correct

3. **Q.** On **RFP Page 7, Section H.5.**, it says “Fee for Service”. Can you explain how we will be evaluated on this? Is this just evaluating the ability to follow-through on if you pay us the ‘agreed upon price’ we will provide the ‘agreed upon services’ in the final contract?

**A.** It is simply the overall fees you propose for our requested services.

4. **Questions related to the Exhibit A Data Sharing Agreement starting on RFP Page 29 and overall RFP**

1) **Q. Is SPS ok with the following? Vendor Owns the Patient Records they Create not SPS:**

("Vendor") creates records as a 'health care provider' and we will need to maintain these records we create when the contract relationship ends. SPS is not a health care provider subject to State/Federal patient privacy laws. Thus, Vendor cannot have the School District be the records custodian when relationship ends. Because of this, it needs to be made clear in the future contract we sign that Vendor owns the records in the contract.

2) **Is SPS ok with the following? SPS cannot look at Vendor's patient records for audits. See RFP Page 13, Section I (Retention of Records) and RFP Page 19, Term 4.1 (Sample Agreement).** In order for SPS to audit patient records, Vendor would have to agree to a third party, who Vendor hired as a Business Associate and signed our BAA, to come in and audit and produce report documenting compliance. School District is not subject to patient privacy laws and is not our business associate (in this manner based on the current contract) so we would need a new arrangement to comply with this requirement.

3) **Are you ok with adding the following language to the Template Agreement (Page 26, Section 7 - Confidentiality & Page 29, Section 2.1 - Authority): Add after "HIPAA", "the Washington Uniform Health Care Information Act".**

4) **Throughout the Exhibit A (Data Sharing) document, who is SJFC...is this the Vendor ?If yes, here are some questions/comments regarding this:**

a. **Page 29, Section 2.1 (Authority)** states the following: "SPS may disclose PII from students' education records to SJFC for the sole purpose of conducting studies to develop, validate, or administer predictive tests; administer aid programs; or improve instructions, pursuant to 34 CFR 99.31(a)(6)(i)." This is a really a vague statement and would need clarification as to what sort of "studies" are they specifically referring to. 34 CFR 99.31(a)(6)(i) - [https://www.ecfr.gov/cgi-bin/text-idx?SID=98c507f6f6e821cee570a26f9b999c48&mc=true&node=se34.1.99\\_131&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=98c507f6f6e821cee570a26f9b999c48&mc=true&node=se34.1.99_131&rgn=div8) references "Develop, validate, or administer predictive tests"; "administer student aid programs" or "improve instruction." . If we are engaging in research that involves PHI we are subject to federal law and need approval from our Vendor's Institutional Review Board (IRB). **We would not disclose PHI to SPS or a "Limited Data Set", as defined by HIPAA, as part of any "Data Sharing."**

b. **Is SPS ok with the following statements?**

i. **The PII data is going one way only from SPS to Vendor**

ii. **SPS will not request and/or expect Vendor to disclose PHI to SPS unless permitted by Federal and State patient privacy laws.** That appears to be the case under **Page 32, Section 3.4 (Compliance with FERPA & HIPAA)** but there are blanks that will need to be clarified.

iii. **SPS is not expecting Vendor to use students PHI to conduct "Research."** This would likely subject us to Federal research law (i.e., Common Rule and obtaining IRB Approval).

c. **If no to "research," what sort of studies would SPS be requesting (can we have example)?**

d. **Can you confirm that the data being relied on for the studies is solely data SPS provides to Vendor, and there is no expectations Vendor will use PHI as part of the studies?**

A. All final contract language will be negotiated with the awarded Vendor(s), but your statements above make sense and would likely be included in any final contract. It is the intent for Vendor to keep all student information confidential and secure. In addition, SJFC is an error and should not have been included.

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Please acknowledge receipt of this addendum on your bid document. This addendum No. 2 is hereby made a part of the Specifications and shall become a part of the Contract Documents.

**END OF ADDENDUM NO. 2**

Thank You,  
*Barb Carson*  
Purchasing Lead