



Spokane Public Schools
excellence for everyone

April 2018
RFP No. 20-1718
SECTION I

REQUEST FOR PROPOSALS (RFP) ON:
Athletic Trainer Support Services

RFPS ACCEPTED UNTIL:
2:00:00 P.M. PDT, Thursday, May 17, 2018

DATE: April 2018
RFP NO.: 20-1718
SECTION I
TELEPHONE NO.: 509.354.7186
BUYER: Barb Carson

STANDARD TERMS AND CONDITIONS

RFP COMPLETION: RFPs must be completed insofar as possible on the enclosed RFP documents and must include an original signature by an authorized representative. Please complete and return (3) copies of the signed and sealed Response Documents to **Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207-5899**. RFPs received at a location other than the Purchasing Department will not be accepted. (Note: Faxed copies of RFPs cannot be accepted unless otherwise indicated in the attached specifications.) RFPs received will be acknowledged at the time and date designated above.

RFP PRICING: Unless otherwise specified, fees shall remain firm for the duration of the contract. Prices provided shall include all costs associated with providing the required services. Those submitting RFPs do so entirely at their own expense. There is no expressed or implied obligation by Spokane Public Schools to reimburse any firm or individual for any costs incurred in preparing or submitting proposals.

RFP CHANGES OR WITHDRAWAL: All changes and erasures must be made before RFP opening time and initialed. Respondent may not withdraw their RFP after the RFP opening time or prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior written consent of Spokane Public Schools Buyer.

ADDENDA TO THE RFP: All official clarifications or interpretations of the RFP documents will be by written addenda. Clarification given in any other form will be informal and unofficial.

ACCEPTANCE/REJECTION: The District reserves the right to accept or reject any or all RFPs, to waive informalities, and to contract in the best interests of the District. Successful vendor shall enter into a contract with the District within **ten** days from the date of purchase authorization from the District Board of Directors.

TAXES: The District is not exempt from retail sales tax.

ACCOMMODATIONS FOR THE DISABLED: Individuals with disabilities who may need an accommodation to participate in a public RFP opening/acknowledgement meeting should contact Barb Carson, Buyer for Spokane Public Schools, by email (barbca@spokaneschools.org), by phone (509-354-7186), or by fax (509-354-7183) no later than three (3) days before the scheduled meeting to request an accommodation.

MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES: The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Proposal. While the District does not give preferential treatment, it does seek equitable representation from the minority and women owned businesses.

TOBACCO/DRUG/WEAPON PROHIBITION: District property is a tobacco free, drug free, and weapon free environment. Vendor personnel shall conform to this policy at all times while on District premises.

SAVE HARMLESS: Vendor shall protect, indemnify, and save Spokane Public Schools harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, employees, agents or subcontractors howsoever caused.

AWARDS: Successful vendor will be notified by Spokane Public Schools via email or purchase order following purchase approval by Spokane Public Schools Board of Directors.

TERMINATION: In the event of a breach by Vendor of any of the provisions of this contract, Spokane Public Schools reserves the right to cancel and terminate this contract forthwith upon giving oral notice followed up in writing, or written notice to Vendor. Vendor shall be liable for damages suffered by Spokane Public Schools resulting from Vendor's breach of contract.

DEBARMENT: In providing Spokane Public Schools with products and/or services, Contractor certifies that they have not been suspended or are in any way excluded from Federal procurement actions by any Federal agency.

QUESTIONS: Questions regarding the solicitation or requests for additional information should be directed to the Purchasing Department by the date noted in the schedule below before solicitation closing by contacting Barb Carson at barbca@spokaneschools.org.

DEFAULT: The Contractor covenants and agrees that in the event suit is instituted by Spokane Public Schools for any default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction to be in default, he shall pay to Spokane Public Schools all cost, expenses expended or incurred by Spokane Public Schools in connection therewith, and reasonable attorney's fees. The Contractor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Spokane County.

Projected Timeline

Date	Time	Event
April 24, 2018		RFP Released
May 7, 2018		Last date for Questions
May 17, 2018		RFP due date
May 25, 2018		Evaluation of proposals completed
Week of June 4-8th, 2018		Selected candidate(s) potential interviews if deemed necessary by the District
June 27, 2018		Tentative date for Contract award

ATHLETIC TRAINER SUPPORT SERVICES
GENERAL TERMS AND CONDITIONS

A. **BACKGROUND**

Spokane Public Schools (SPS) has active athletic programs in place in high schools throughout the City of Spokane. SPS has been developing an athletic training program within SPS in conjunction with current interscholastic athletic events and programs over the last several years. Certified athletic trainers have been working with each of SPS' high schools that participate in interscholastic athletic events (See **Exhibit A**). Systems have been developed to ensure and monitor competitive and safe athletic programs.

This Request for Proposal is for the purpose of providing for the terms and conditions upon which Athletic Training Services may be provided to SPS athletes, the minimum services required, the level of care for the prevention and treatment of student athletes, and the compensation provided by SPS for these services.

B. **SERVICES:**

In order to provide for the Athletic Training Services for SPS, you are required to be a qualified, certified athletic training facility, appropriately licensed in the State of Washington, **agreeable without exception** to all terms and conditions contained in this Request for Proposal, and in substantially the same format as the contract document attached as **Exhibit (B)** to partner with SPS in further developing and maintaining an athletic training program at five SPS comprehensive high school locations. Multiple agencies may be considered due to the responding firms desire to serve one or more of the high schools and/or the individual SPS high schools desire to partner with a particular qualified provider. This is a year round program and requires an eleven month commitment by the Athletic Trainers. Services to include:

1. Provide assistance in further developing and maintaining an athletic training programs within SPS in conjunction with current interscholastic athletic events and programs;
2. Work with central administration and athletic department personnel to augment current systems that ensure competitive and safe athletic programs. Work with the SPS personnel to provide certified athletic trainers to each of the five comprehensive high schools that participate in interscholastic athletic events.
3. Maintain and operate an outpatient physical therapy facility in the greater Spokane area with certified athletic trainers and support employees.
4. Provide solutions for tracking student athletes related to injuries with a communication tool between athletic trainers, coaches, parents and physicians to keep all informed. Systems will be HIPPA compliant and will require quarterly reporting to the school district.

C. PROVIDED BY SPS:

1. GENERAL BENEFIT TO PARTNERING FACILITY:

- a. Adequate Training Room space, properly designed, equipped, and maintained.
- b. Supplies provided in a timely manner.
- c. Locked files in the vicinity of the training room for storage of medical records.
- d. Internet access.
- e. Access to printer, copier, fax.
- f. Athletic trainer provided school ID badge.
- g. Provide athletic trainer with keys for access to the building.
- h. Inclusion in pre-season coaches meetings.
- i. If requested by provider, Consent to Treat form included in athletic paperwork.
- j. Access to student/parent information through Powerschool or equivalent data base with student records/contact info.

2. PROMOTION/MARKETING:

- a. Selected provider will be named "Sports Medicine Provider" for the high school.
- b. PA announcements at high school home site games stating firm name as sports medicine provider for _____ high school.
- c. Banners at high school home site venues.
- d. Acknowledgement in athletic event programs.
- e. GSL pass provided to the Athletic Trainer and Team Doctor.

D. PROVIDED BY PARTNERING FACILITY:

1. Equitable access to trainers for care for all student athletes at any and all levels of school sponsored sports.
2. Set hours of AT coverage each school day, totaling a minimum of 20 – 25 hours per week during the regular school year (mutually agreed upon depending on the sports season, regular season after school events, post-season events, and weekend coverage) and 16-18 hours per week during the eight week summer camps. A budget request for increased hours is under consideration and if approved by SPS, hours may be increased to require a minimum of 30-35 hours per week during the regular school year. Budget approvals will not be available until August 31, 2018.
3. Comprehensive athletic health care administrative system.
4. Provision of on-site recognition, evaluation, and immediate treatment of injury and illness with appropriate referrals for further care.
5. Streamlined access of student athlete to the appropriate health care provider.
6. Facilitation of rehab and reconditioning of athletes.
7. Student tracking/communication solution tool.
8. Additional hours provided to include post season events, etc., as agreed upon between the parties.

E. ADDITIONAL CONSIDERATIONS FOR PARTNERSHIP

1. Joint planning and development of a Sports Medicine class at the school.
2. Use of local college student interns to supplement program.

F. QUALIFICATIONS

1. Currently licensed to practice in the State of Washington under RCW 18.250 and WAC 246.916
2. Trained in concussion management under RCW 28A.600.190
3. Experience working with young athletes
4. Successful completion of a background and fingerprint check.

G. PROPOSAL DOCUMENT

Firms interested in partnering with SPS to provide for athletic training program services are invited to submit an introductory informational packet and cost proposal to include the following elements: *(Please submit one original and 4 duplicate copies)*

1. Separate section with a tab: Introduction/Executive Summary.

Provide a summary highlighting the firm's qualifications and special expertise to provide the services requested in this Request for Proposal.

2. Separate section with a tab: Company Profile.

- a. Identification of firm including address, telephone number, email address and date firm(s) were established.
- b. Areas of specialization of the firm or organization

3. Separate section with a tab: Experience

- a. Describe relevant experience in providing athletic trainer services
- b. Provide names, resumes and qualifications of proposed trainers for SPS.

4. Separate section with at tab: Proposed communication tool as noted in D.7 above

5. Separate section with a tab: Cost proposal and your basis for the specific fees.

6. Separate section with a tab: References

Provide the clients name, address, email address, and client's representative and telephone number from previous projects or customers that include educational institutions and SPS experience.

7. Signature page and EEO/Debarment Form in Section IV of this RFP document.
8. Evidence of the required insurance as noted in Section III, Paragraph H.

H. EVALUATION/PARTNERING SELECTION.

It is SPS' intent to partner with one or more Athletic Training Facility as best meets the needs of SPS and the best fit for the individual high schools. Selection of partner/s may include interviews with SPS representatives. Key personnel from your firm providing services to the school/s will be required to attend. An initial screening of the proposal packets will be conducted and evaluated on the following:

1. Firm's approach to high school athletic training programs, where shown in the submittal
2. References
3. A proven track record in providing certified athletic trainer services
4. Qualifications, background, and experience of vendor's personnel, including experience in developing and maintaining athletic training programs in public schools; experience in dealing effectively with injuries and providing injury prevention training programs; and knowledge of public school interscholastic athletic events and physical education programs.
5. Fee for service

I. EVALUATION RATING SCALE

- Pricing (35% consideration)
- Approach to high school athletic training programs and Qualifying Factors (35% consideration)
- Reference Checks (30% consideration)

1. Pricing Evaluation (35 points)

Vendor		
ABC	\$42,500	35 Points – low bid
DEF	\$57,000	23.06 points
GHI	\$80,000	4.12 points

Evaluation Formula:

Low Bid receives all 35 points

Each bid after that receives a percentage based on the difference between low bid and vendors bid. That percentage is then applied to the 35 points

Example:

Vendor DEF

$(\$57,000 - \$42,500) / \$42,500 = \text{reciprocal percent of } 34.12$

$100\% - 34.12\% = 65.88\%$

$35 \text{ points} \times .6588 = 23.06 \text{ Points awarded}$

2. Vendor Qualifying factors (35 points)

In the vendor qualifying factors, scoring will be based on experience and knowledge of public school interscholastic athletic events and physical education programs.

The scoring will be as follows:

The highest total is 45 points

Vendor	Total	Points
ABC	35	35
DEF	25	24.85
GHI	15	15.05

Points scored / max points = %

$35 \times \% = \text{Points awarded}$

$25 / 45 = 71.00\%$

$35 \times 71.00\% = 34.65 \text{ Points}$

3. Reference Checks (30 points): A minimum of two, but up to three references (See Attachment A) will be evaluated on the answers received from the reference contacts furnished by the bidder and Spokane Public Schools' previous experience with the vendor that will include, but not be limited to, the following:

- Vendor's demonstrated experience
- Vendor reliability and customer service
- Vendor responsiveness related to Athletic Training Program/injury of athletes
- Experience and relationship with young athletes

Scoring will be based on a list of specific questions posed to each reference contact. **There will be a given score** of 1-10 (1 being the worse, 10 being the best) for each question posed. After the reference check is complete, all scores will be added

together then divided by the total number of questions on the reference check. It is up to each vendor to provide reference contacts that will respond to Spokane Public Schools' reference request. **When a reference contact call is made but a voice message is left because the contact is unavailable, this contact person will have 3 business days to return the call. If they do not return the call in that time frame, the vendor will receive zero points from that reference, which will lower the vendor's overall reference score.**

J. SELECTION:

SPS reserves the right to reject any and all responses and waive informalities. Selection decisions will be made by each individual SPS high school site, solely at their discretion, to the Training Facility that best meets the individual needs of their specific high school and upon approved budget. Selected firm(s) will be notified in advance of 2018 fall sports start-up.

- K. Contract Duration: Contracts executed as a result of this RFP shall be effective upon award through July 31, 2019 with the option of four one year renewal options by SPS, which, if all optional renewals are exercised, will end July 31, 2023, subject to contract terms and conditions. The District will notify vendor 90 days prior to renewal if they do not intend to extend the contract for another year.

L. PREPARATION OF THE RFP

- a. Examination of the Specifications: Vendors shall thoroughly examine and be familiar with the specifications. Failure of any respondent to examine response form, instruments, addenda, or documents, as well as failure to be acquainted with existing conditions, shall in no way relieve them from the obligations of this solicitation or the contract. Submissions shall be taken as prima facie evidence of compliance with this section.
- b. Interpretation of Specifications: If a Vendor finds discrepancies in, omissions from these specifications, or question their meaning, Vendor is requested to immediately notify Barb Carson, (509) 354-7186, within the Purchasing Department. If necessary, Spokane Public Schools will issue a written interpretation of the solicitation as an addendum to all vendors. It is the responsibility of each vendor to be aware of all addenda issued. The District will not be responsible for any oral interpretation of the intent or meaning of the specification or other pre-solicitation documents. Questions received after May 3, 2018 cannot be answered. All addenda issued will become part of the basic RFP and any contract that may result there from.

Any submittal which fails to include the requirements of all addenda may be rejected on the grounds that it fails to meet the specifications.

Submission of RFPs: All RFPs shall be submitted as outlined in the Terms and Conditions. Any responses received after the date and hour scheduled for Opening will be returned unopened to respondent. RFP responses must be submitted with (4) hard copy written responses delivered by Thursday, May 17, 2018 at 2:00:00 P.M. PDT to the District at:

Spokane Public Schools
Attn: Purchasing – Barb Carson
2815 East Garland
Spokane, WA 99207

Modification of Solicitation: No oral modifications will be considered for any response submitted.

Withdrawal of Response: No Respondent may withdraw an RFP after the date and hour for the opening and before the award of contract, unless said award is delayed for a period exceeding forty-five (45) days.

ADDITIONAL TERMS AND CONDITIONS

A. LIQUIDATED DAMAGES

Spokane Public Schools has an immediate requirement for the services specified herein. Respondents are urged to give very careful consideration to Spokane Public Schools RFP requirements.

Liquidated damages in this solicitation are defined as the cost to procure locally, or on the open market, the replacement on any rejected or undelivered contract items. The Vendor covenants and agrees that in the event suit is instituted by the purchaser for any non-performance, breach or default on the part of the vendor, and the Vendor is adjudged by a court of competent jurisdiction, he shall pay purchaser all costs, expense expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

B. FORCE MAJEURE

The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall notify district site (s) within 12 hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party.

Rights Reserved: Spokane Public Schools reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Vendor shall have no recourse against Spokane Public Schools.

C. CONFLICT OF INTEREST

Spokane Public Schools officers and employees may not accept or receive, directly or indirectly, a personal financial benefit; or accept any gift, token, membership, or service, as a result of a district purchase entered into, or anticipated in the future, from any person, firm, or corporation. District employees, within the course of their employment, are prohibited from accepting any gratuity (including food or beverage) from a supplier of goods or services to the District.

D. MANDATORY DISPUTE RESOLUTION PROCEDURE

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Solicitation, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

- E. INDEMNIFICATION/HOLD HARMLESS/DUTY TO DEFEND. Each party to this Agreement is responsible for the acts and omissions of its own officers, employees, agents, and volunteers. Each party (“Indemnitor”) agrees to defend, indemnify, and hold any other party (“Indemnitee”) harmless from and against any claim, demand, suit, or cause of action, (hereafter “claim”), that may be asserted against the Indemnitee, if and to the extent the claim against the Indemnitee is based on the actual or alleged fault of the Indemnitor or the Indemnitor’s officers, employees, agents, or volunteers, and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both an Indemnitor and Indemnitee based on actual or alleged concurrent or shared fault of the parties, an Indemnitor shall not be required to indemnify the Indemnitee for the Indemnitee’s own proportionate share of fault. An Indemnitor shall pay all attorney fees and litigation expenses incurred by an Indemnitee in successfully enforcing the indemnification provisions of this Paragraph.

F. INVOICE

Invoices for Spokane Public Schools shall be addressed and either mailed to: Spokane Public Schools, Attn: Accounts Payable, 200 North Bernard St., Spokane, WA 99201m or emailed to accountspayable@spokanepublicschools.org. Payment will be made following approval and acceptance by the site/department assigned budgetary (or their designee) within 30 days receipt of an acceptable invoice.

G. PUBLIC INFORMATION/CONFIDENTIALITY:

The District understands that Vendors may include within their proposal information that is deemed confidential in the opinion of the vendor. The Vendor must understand that the District is subject to clear legislation governing open records and public information requests within the State of Washington. Vendors must clearly mark portions of their proposal that they feel are exempt from disclosure pursuant to RCW 42.17.210 and include an explanation as to why they believe the indicated documents are exempt. The District will not be bound by any blanket confidentiality agreements. The District makes no assurances that confidential materials will be held in confidence if they are not deemed qualified for exemption under the laws of the State of Washington.

H. INSURANCE

During the term of this Agreement, vendor shall maintain in force at its own expense, General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It shall include premises and operations, independent vendors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this Agreement;

Vendor shall provide professional liability with limits in the amount of \$1,000,000 per occurrence subject to a \$2,000,000 aggregate. Vendor will provide SPS with evidence of such coverage in their submittal packet and prior to providing for any services in SPS schools.

There shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from Vendor to Spokane Public Schools. Vendor shall furnish acceptable insurance certificates. Such certificates shall include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention levels.

I. RETENTION OF RECORDS

The Vendor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Vendor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by Spokane Public Schools, personnel duly authorized by Spokane Public Schools, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of contract, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

J. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

K. PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Spokane Public Schools and/or OSPI when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

L. CONTRACT FORMATION

A submission in response to this solicitation is an offer to contract with Spokane Public Schools. Proposals become a contract only when legally awarded and accepted in writing by Purchase Order by SPS.

M. CONTRACT INFORMATION AVAILABILITY AFTER AWARD

After school board approval of award, information regarding results of the solicitation may be obtained by accessing the SPS solicitation website:
www.spokaneschools.org/page/3023

N. NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Vendor.

RFP is subject to all requirements furnished with this RFP. By signing RFP document, vendor affirms having read the terms and conditions and specifications and agrees thereto and warrants that services and pricing supplied herein conform to specifications herein, except if otherwise stated in a special condition by Spokane Public Schools.

Receipt of Addenda numbered _____ is hereby acknowledged.
(fill in number of each addenda received)

o

RETURN RFP TO:
Purchasing Office
2815 East Garland Ave.
Spokane, WA 99207

FIRM NAME: _____
ADDRESS: _____

PHONE NO. _____ FAX NO. _____
BY (Please Print): _____
TITLE: _____
EMAIL: _____

SIGNATURE: _____

PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in quoting this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

Name: _____

Title: _____

Telephone Number: _____

**PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
ELIGIBILITY AND VOLUNTARY EXCLUSION**

In submitting the proposal to do the work as outlined in the Contract Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed: _____

Title: _____

Firm: _____

Address: _____

City & State: _____

Date: _____

**PLEASE RETURN THIS SIGNED FORM WITH THE RFP DOCUMENTS.
FAILURE TO DO SO MAY DISQUALIFY YOUR FIRM.**

**ATTACHMENT A
REFERENCES**

Reference 1 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service:	E-mail Address:	OK to Contact?
Dates of Service:	Annual Contract Value:	
Description / Notes:		
Reference 2 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service:	E-mail Address:	OK to Contact?
Dates of Service:	Annual Contract Value:	
Description / Notes:		
Reference 3 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service:	E-mail Address:	OK to Contact?
Dates of Service:	Annual Contract Value:	
Description / Notes:		

EXHIBIT A

2017-18

SCHOOL LOCATIONS LIST

FERRIS HIGH SCHOOL

3020 E. 17th Avenue
Spokane, WA 99223
Stacey Ward
Athletic Coordinator
509-354-4650

staceyw@spokaneschools.org

LEWIS AND CLARK HIGH SCHOOL

521 W. 4th Avenue
Spokane, WA 99204
Michelle Grafos
Athletic Director
509-354-6967

michellegr@spokaneschools.org

NORTH CENTRAL HIGH SCHOOL

1600 N. Howard Street
Spokane, WA 99205
David Hall
Athletic Director
509-354-6234

davidh@spokaneschools.org

ROGERS HIGH SCHOOL

1622 E. Wellesley Avenue
Spokane, WA 99207
Aaron Brecek
Athletic/Activities Director
509-354-4953

aaronbr@spokaneschools.org

SHADLE PARK HIGH SCHOOL

4327 N. Ash Street
Spokane, WA 99205
Bruce Hafferkamp
Principal Assistant/Athletic Director
509-354-6758

bruceh@spokaneschools.org

X_____

EXHIBIT B “SAMPLE AGREEMENT TEMPLATE”

**SERVICE AGREEMENT BETWEEN
SPOKANE PUBLIC SCHOOLS AND _____**

Athletic Training Support Services

1. Parties.

This Service Agreement (“Agreement”) is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81, (“SPS”),

2. Purpose.

SPS has active athletic programs in place in high schools throughout the City of Spokane and has been developing an athletic training program within SPS in conjunction with current interscholastic athletic events and programs over the last several years. Certified athletic trainers have been working with each of SPS’ high schools that participate in interscholastic athletic events. Systems have been developed to ensure and monitor competitive and safe athletic programs.

This Agreement is for the purpose of both parties partnering in further developing and maintaining an athletic training program at _____ high school in providing care for all student athletes at _____ high school at any and all levels of school sponsored sports.

SPS and _____ thus agree to the following:

3. Term.

This Agreement shall commence upon full execution, and continue through July 31, 2019 unless terminated earlier as provided for in Paragraphs 4.4 (pertaining to prohibited employment) or 10 (pertaining to termination/written notice) below. This Agreement may be renewed for successive one (1) year periods upon mutual written agreement by the parties.

4. _____ Rights and Responsibilities:

4.1 Access. _____ shall provide a right of access to _____ documentation, as it pertains to this Agreement, to SPS, its officers, agents and

employees, and to any other agent or official of the federal, state or local governmental authorities, at all reasonable times, for the purpose of auditing, monitoring and/or evaluating performance and compliance with this Agreement.

4.2 Staffing.

4.2.1 _____ shall provide a certified athletic trainer, currently licensed to practice in the State of Washington under RCW 18.250 and WAC 246.916, trained in concussion management under RCW 28A.600.190, and experienced working with young athletes. _____ shall ensure that _____ Personnel assigned to athletic training responsibilities for which the Personnel have documented current clinical experience, education and licensure. The Athletic Trainer shall solely be an employee of _____ and not an employee of SPS. _____ has the obligation and right to direct and control the Athletic Trainer as to how he or she goes about performing his or her duties on a day to day basis. _____ shall be responsible for the hiring, training, supervision, evaluation, discipline, and dismissal of its employees and all payroll related matters, including, but not limited to, federal income tax withholding, FICA, department of retirement systems contributions, workers compensation coverage, unemployment coverage, and other related payroll responsibilities.

4.2.2 _____ shall provide for record checks and fingerprinting for all _____ employees or substitutes. The _____ athletic trainer shall require all volunteers associated with the Program who may have unsupervised access to students in the Program to go through an SPS volunteer background record check at SPS expense.

4.3 Athletic Training Support Program Specifics. _____ shall provide for the following **minimum** services under this Agreement:

4.3.1 Provide assistance in further developing and maintaining an athletic training programs within SPS in conjunction with current interscholastic athletic events and programs;

4.3.2 Work with central administration and athletic department personnel to augment current systems that ensure competitive and safe athletic programs. Work with the SPS personnel to provide certified athletic trainers to each of the five comprehensive high schools that participate in interscholastic athletic events.

4.3.3 Maintain and operate an outpatient physical therapy facility in the greater Spokane area with certified athletic trainers and support employees.

- 4.3.4 Equitable coverage and care for all student athletes at any and all levels of school sponsored sports.
- 4.3.5 Set hours of AT coverage each school day, totaling a minimum of 20 – 25 hours per week (mutually agreed upon depending on the sports season, regular season after school events, post-season events, and weekend coverage).
- 4.3.6 Comprehensive athletic health care administrative system.
- 4.3.7 Provision of on-site recognition, evaluation, and immediate treatment of injury and illness with appropriate referrals for further care.
- 4.3.8 Streamlined access of student athlete to the appropriate health care provider.
- 4.3.9 Facilitation of rehab and reconditioning of athletes.
- 4.3.10 Certified Athletic Trainer(s) providing services to SPS under this Agreement shall follow a physician's order for the ongoing treatment, rehabilitation, and reconditioning of an injury when such injury goes beyond emergency care.
- 4.3.11 Communication with appropriate district administration, school officials, parents/guardians, coaches, students, and other health care providers.

Provide solutions for tracking student athletes related to injuries with a communication tool between athletic trainers, coaches, parents and physicians to keep all informed. Systems will be HIPPA compliant and will require quarterly reporting to the school district.
- 4.3.12 Compliance with all League, District, and WIAA rules and policies as it relates to sports participation and health care delivery.

4.4 Record Keeping and Accounting.

4.4.1 Accounting. _____ shall provide adequate record keeping and reporting, as required by federal, state and local laws, which shall include, but not be limited to the following:

4.4.1.1 _____ has and shall maintain policies and procedures covering nondiscrimination, personnel policies, staff duties and job descriptions, governance board duties and function and assurance of staff requirements and any other policies or procedures that may be required in order for the parties to conduct the activities contemplated by this Agreement.

4.4.1.2 _____ shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct costs expended in the performance of the services contemplated by this Agreement. These records shall be subject to inspection, review or audit by personnel

of SPS, the Office of the State Auditor, or other federal or state officials as authorized by law. The financial records of this Agreement shall be retained in accord with Washington state law and appropriate OMB Circular Guidelines.

4.4.1.3 _____ shall permit auditors (as defined in the OMB Circulars) to have access to the records and financial statements as necessary to comply with the appropriate OMB Circulars and this Agreement. Annual audit by Washington State Auditor shall be deemed compliant with this requirement.

4.4.1.4 _____ shall invoice SPS for services rendered monthly for this program. Invoices are to be sent to SPS' Accounts Payable Department, 200 North Bernard, Spokane, WA 99207.

4.4 Prohibited Employment. Pursuant to RCW 28A.400.330, _____ shall prohibit any employee or substitute of _____ from working at a public school who has contact with children at a public school during the course of his or her employment, if such individual has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322. _____ shall engage in due diligence to learn whether any of its employees or substitutes have pled guilty or been convicted of any such crime and shall require their employees and substitutes to self report to _____ any such plea or conviction. Any failure to comply with this section shall be grounds for immediate termination of this Agreement by SPS, notwithstanding any other provision in this Agreement.

4.5 Manner of Performance. Contractor's Services shall be performed with the degree of care and diligence ordinarily exercised under similar circumstances in the applicable disciplines and as expeditiously as is consistent with such standards of professional skill and care and the orderly progress of the Services. At the time of performance, Contractor and all of Contractor's Personnel shall be properly licensed, equipped, organized and financed to perform the Services.

5. SPS Rights and Responsibilities:

5.1 General Support Services Provided by SPS.

- 5.1.1 Adequate Training Room space, properly designed, equipped, and maintained.
- 5.1.2 Supplies provided in a timely manner.
- 5.1.3 Locked files in the training room for storage of medical records.
- 5.1.4 Internet access.
- 5.1.4 Access to printer, copier, fax.
- 5.1.5 Athletic trainer provided school ID badge.
- 5.1.6 Provide athletic trainer with keys for access to the building.
- 5.1.7 Inclusion in pre-season coaches meetings.

5.1.8 If requested by provider, Consent to Treat form included in athletic paperwork.

5.2 Promotional/Marketing

5.2.1 Selected provider will be named "Sports Medicine Provider" for the high school.

5.2.2 PA announcements at high school home site games stating firm name as sports medicine provider for _____ high school.

5.2.3 Banners at high school home site venues.

5.2.4 Acknowledgement in athletic event programs.

5.2.5 GSL pass provided to the Athletic Trainer and Team Doctor.

5.3 Monetary Payment. SPS shall pay for services as set forth below within thirty (30) days receipt of an acceptable approved invoice.

5.3.1 Provided _____ provides the minimum service requirements as identified in Section 4 above, SPS shall make payment to _____ in the amount of \$_____

5.3.2 Monitoring. SPS will monitor _____ compliance with the Agreement requirements. Monitoring will include reviewing reports, performing site visits to review financial and programmatic records and observe operations, reviewing audit results, evaluating audit findings and any corrective action plan, and any other procedures deemed necessary.

6. Rights and Responsibilities of All Parties:

6.1 Compliance with Rules and Laws. The parties shall comply with all laws, ordinances and regulations of governmental bodies applicable to the Program as well as applicable local policies and procedures. SPS property are tobacco-free, drug-free, and weapon-free environments. All personnel shall conform to this policy at all times while on SPS premises.

6.2 Record Checks. Any applicant or employee of the parties who will have regularly scheduled unsupervised access to children pursuant to this Agreement, shall be required to complete a record check through the Washington State Patrol Criminal Identification System, under RCW 43.43.830-.834, RCW 10.97.30 and .50, and through the Federal Bureau of Investigation before hiring and prior to unsupervised access to children. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card.

6.3 Volunteer Record Checks. Any volunteers serving on behalf of any party for purposes of this Agreement, who may have unsupervised access to students in the

Program, shall be required to go through an SPS volunteer background record check at SPS expense.

- 6.4 Cooperation/Communication. The parties acknowledge that regular ongoing communication is vital to the success of the collaborative nature of this Agreement. The following joint meetings of the parties shall occur throughout the term of this Agreement:

6.4.1 Team Meeting. SPS and _____ staff involved with the direct provision of educational services shall meet as needed to address issues regarding delivery of services under this Agreement.

6.4.2 Program Review. Representatives from SPS and _____ shall complete a Program evaluation at the end of the each school year program to assure compliance with this Agreement. Parties shall meet as needed to establish goals and objectives.

6.4.3 Program Assessment. _____ shall cooperate with SPS in the assessment of the impact of the program as requested by SPS.

6.4.4 Coordinator of Services. Each party hereby designates the following persons to be their Coordinator of Services:

SPS: _____

PROVIDER: _____

- 6.5 No Dual Employment. Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties. The officers, agents, employees or volunteers of _____ shall not, for any purpose, be considered agents or employees of SPS, whether by virtue of this Agreement or otherwise, nor shall they be entitled to any rights or privileges of employment with SPS. _____ assumes exclusive responsibility for any and all actions, omissions, rights and obligations of their own respective officers, agents, employees or volunteers, hereunder, including without limitation, _____ shall have responsibility for the acts or omissions of the instructor assigned by _____ to the Program, and SPS shall have no responsibility therefor. SPS employees and students do not, by this Agreement, become agents or employees of _____. Accordingly, SPS employees and its students shall not be entitled to any rights and privileges established for employees of _____, such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this Agreement.

- 6.6 Nondiscrimination/Anti-Harassment. In the performance of this Agreement, the parties assure compliance with all local, state and federal rules and regulations and does not discriminate on the basis of age, sex, marital status, race, color, creed, national origin, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, sexual orientation including gender expression or gender identity, or honorably discharged veteran or military status.
- 6.7 Indemnification/Hold Harmless/Duty to Defend. Each party to this Agreement is responsible for the acts and omissions of its own officers, employees, agents, and volunteers. Each party ("Indemnitor") agrees to defend, indemnify, and hold any other party ("Indemnitee") harmless from and against any claim, demand, suit, or cause of action, (hereafter "claim"), that may be asserted against the Indemnitee, if and to the extent the claim against the Indemnitee is based on the actual or alleged fault of the Indemnitor or the Indemnitor's officers, employees, agents, or volunteers, and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both an Indemnitor and Indemnitee based on actual or alleged concurrent or shared fault of the parties, an Indemnitor shall not be required to indemnify the Indemnitee for the Indemnitee's own proportionate share of fault. An Indemnitor shall pay all attorney fees and litigation expenses incurred by an Indemnitee in successfully enforcing the indemnification provisions of this Paragraph.
- 6.8 Insurance. During the term of this Agreement, the parties shall maintain in force at its own expense, the following insurance:

Worker's Compensation Insurance in compliance with Title 51 RCW;

General Liability Insurance on an occurrence basis, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the defense, indemnity, and hold harmless obligations provided under this Agreement;

Professional liability with limits in the amount of \$1,000,000 per occurrence subject to a \$2,000,000 aggregate.

There shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from one party or its insurer(s) to the other parties. Each party shall furnish acceptable insurance certificates to the other. Such certificates shall include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level.

7. Confidentiality.

All parties acknowledge the obligations for maintaining the confidentiality of student records and access to the parents and students of such records in accordance with the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA). _____ will comply with all provisions in **Exhibit A – Data Sharing**.

8. Assignment/Binding Effect.

Performance of any or all aspects of this Agreement may not be assigned without written authorization by the other parties. Likewise, no party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization by the other parties.

9. Integration/Modification.

THIS AGREEMENT CONSTITUTES THE ENTIRE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES REGARDING THIS MATTER AND NO DEVIATIONS FROM ITS TERMS SHALL BE ALLOWED UNLESS A FORMAL, WRITTEN, MUTUAL AGREEMENT OCCURS BETWEEN THE PARTIES. NO SUCH MODIFICATION SHALL BE VALID UNLESS THE WRITTEN MODIFICATION IS FIRST PROVIDED VIA CERTIFIED MAIL OR PERSONAL DELIVERY TO EACH OF THE PARTIES LISTED IN PARAGRAPH 12 BELOW. ACTUAL RECEIPT BY THE PARTIES CONSTITUTES COMPLIANCE WITH THE REQUIREMENT TO SEND BY CERTIFIED MAIL OR PERSONAL DELIVERY.

10. Termination/Written Notice.

10.1 Termination for Breach or Loss of Funding. SPS and _____ all reserve the right to terminate this Agreement for breach by the other party or the loss of funding by a party for activities under this Agreement. A party shall provide written notification to the other party via certified mail or personal delivery at the address listed below for any breach or loss of funding related to this Agreement. The parties shall have thirty (30) days in which to cure such breach or loss of funding. If not cured within the thirty (30) days, the party may terminate the Agreement upon written notification to the other party at the address listed below. The parties shall negotiate appropriate terms at termination, to the extent possible. Such written notice shall be sent to the parties as follows:

Dr. Mark Anderson

Associate Superintendent
Spokane Public Schools
200 N. Bernard Street
Spokane, WA 99201

10.3 Equipment, Books and Records. Upon termination, all parties are entitled to full recovery of their owned equipment, books and other educational supplies. All parties shall maintain any records pertaining to this Agreement or required by this Agreement for a period of five (5) years after termination.

11. Waiver of Breach/Default.

No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

12. Severability.

If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

13. Mandatory Dispute Resolution Procedure.

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (or under other arbitration rules mutually agreed upon by both parties), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Failure by one party to abide by an arbitration award shall entitle the other party to obtain enforcement of the award in any court of competent jurisdiction. The costs of the arbitration fees, the arbitrator and the facility for the arbitration shall be borne equally by each party. Each party shall otherwise pay its own expenses.

14. Governing Law/Venue.

The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

15. Authority to Sign and Obligate.

The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

16. Effective Date of Agreement.

This Agreement shall not become effective unless and until it is properly executed by the parties.

DATED this _____ day of _____, 2018.

SPOKANE PUBLIC SCHOOLS:

Dr. Mark Anderson
Associate Superintendent

Date

PROVIDER:

Name
Title

Date

18.04.17

EXHIBIT A DATA SHARING

1. Purpose and Scope.

This Data Sharing Agreement documents the terms, conditions, and scope for sharing personally identifiable information (“PII”) and other data (collectively “PII and Data”) to SJFC. The PII and Data to be shared is specified in **Exhibit A**, attached hereto and incorporated herein. Nothing in this Agreement shall be construed to authorize SJFC to have access to additional information or data from SPS that is not specified within the scope of this Agreement. The PII and Data will be shared with and used by _____ solely for the following purpose:

- Developing and maintaining an athletic training program at _____ high school in providing care for all student athletes at _____ high school at any and all levels of school sponsored sports. Communication between trainers, coaches, parents, student athletes and physicians.

2. SPS Rights and Responsibilities.

2.1 Authority.

Consistent with the Family Educational Rights and Privacy Act (“FERPA”) and the Health Insurance Portability and Accountability Act (“HIPAA”), 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 student aid programs; or improve instruction, pursuant to 34 CFR § 99.31(a)(6)(i). SPS may disclose PII from an education record of a student without parental consent if the disclosure is to other school officials who SPS has determined to have legitimate educational interests. SPS determines that _____ has such legitimate educational interests. Furthermore, _____ service and function under this Agreement is a service and function for which SPS would otherwise use employees. _____ is under the direct control of SPS with respect to the use and maintenance of education records. _____ is also subject to the requirements of this Agreement governing the use and re-disclosure of PII from education records.

2.2 Conditional Disclosure.

All responsibilities of SPS to disclose PII and Data to _____ are conditioned on _____ agreement, to which _____ does hereby agree,

that _____ will not disclose PII and Data to any other party without the prior consent of the parent or eligible student (i.e. a student who is the age of 18 and older).

2.3 Release.

SPS shall release PII and Data solely to the named Temporary Custodian (“Temporary Custodian”) as identified in Section 5.3 below. SPS will provide PII and access to Powerschool Data to _____.

2.4 Method of Delivery of PII and Data.

SPS shall use reasonable methods to ensure that _____ obtains access to only PII and Data in which _____ has legitimate educational interests. SPS shall likewise ensure that its policies and practices for controlling access to education records is effective and that it remains in compliance with the legitimate educational interest requirement in FERPA as set forth above. SPS will provide the requested Data for only those students participating in High School sports with parent permission forms on file authorizing the access to their student’s information.

2.5 Reports.

SPS reserves the right to review and object to any and all reports developed under this Agreement that rely on PII and Data, prior to said reports being published. _____ will submit a draft report to SPS at least 30 days prior to publication. In the event SPS objects to the report, the parties shall discuss the objection at least 14 days prior to said report being published. In lieu of, or in addition to this discussion, SPS may provide written response to _____ 14 days prior to the date of publication. In addition, if _____ names SPS in any reports or publications, SPS will have the opportunity to review and approve the report or publication prior to release.

SPS retains the right to reject publication of any reports being published based on PII and Data provided by SPS.

2.6 No Guarantee of Accuracy.

Although SPS will make every effort to provide accurate PII and Data, SPS does not guarantee the accuracy of the PII and Data provided.

2.7 Property of SPS.

Notwithstanding any other provision herein, all PII and Data provided by SPS to _____ is the property of SPS and shall remain the property of SPS during and after the term of this Agreement.

2.8 Monitoring.

SPS has a right to monitor _____ compliance with this Agreement to the extent necessary to assure compliance with the requirements under this Agreement. Monitoring includes performing site visits to review records and observe operations.

3. _____ Rights and Responsibilities.

3.1 Authority to Bind.

_____ represents and warrants that it is authorized to bind _____ to the terms of this Agreement, including, but not limited to, the obligations of confidentiality, maintenance, publication, and destruction or return of PII and Data, all related or associated institutions, individuals, employees, or _____ who may have access to the PII and Data or who may own, lease, or control equipment, or facilities of any kind where PII and Data is stored, maintained, or used in any way.

3.2 Student Data.

Only those SPS students who have a signed parental/guardian consent for release of information for the purpose of communicating with _____, shall be eligible for _____ data access. Copies of consent forms will be forwarded to _____ for each student participant.

3.3 Temporary Custodian.

For purposes of this Agreement, and for ensuring _____ compliance with the terms of this Agreement and all applicable state and federal laws, _____ designates _____ as the Temporary Custodian of SPS's PII and Data. _____ shall be responsible for transmitting all PII and Data requests, and shall be required to maintain a log or other record of all PII and Data requested and received pursuant to this Agreement, including confirmation of the completion of testing and the return or destruction of PII and Data as described below.

3.4 Compliance with FERPA and HIPAA.

_____ will, in all respects, comply with all provisions of FERPA and HIPAA. For the purposes of this Agreement, and the specific projects conducted pursuant to this Agreement and described in any addenda to this Agreement, FERPA and HIPAA include any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. Nothing in this Agreement may be construed to allow _____ to maintain, use, disclose, or share PII and Data in a manner not allowed under federal law or regulation.

3.5 Use of PII and Data.

The use of PII and Data shared under this Agreement is for no purpose other than as described in this Agreement, and as authorized under 34 CFR § 99.31(a)(6)(i). _____ agrees not to share PII and Data received under this Agreement with any other entity without prior written approval from SPS. _____ understands that this Agreement does not convey ownership of PII and Data to SJFC.

3.6 _____ Employee Training and Confidentiality.

_____ agrees to require and maintain a confidentiality agreement (in the same form as set forth in **Exhibit B**, attached hereto and incorporated herein) from each employee, contractor, or agency who will have access to PII and Data pursuant to this Agreement. Nothing in this section authorizes _____ to share PII and Data provided under this Agreement with any individual or entity for any purpose other than completing _____ work as authorized by SPS consistent with this Agreement.

_____ shall require all employees, contractors, and agents of any kind who shall have access to, may have access to, or could be privy to PII and Data to be trained on and to comply with this Agreement and all applicable provisions of FERPA, HIPAA, and other federal and state laws and local procedures with respect to PII and Data shared under this Agreement. _____ shall have in place appropriate disciplinary policies for employees that violate the terms of this Agreement, any confidentiality agreements, and/or FERPA, including policies that allow for termination in appropriate instances.

3.7 Studies and/or Reports.

_____ will not identify SPS on any published reports of any studies or testing unless SPS has had the opportunity to review and approve the report or publication prior to release. _____ will provide a draft copy of any proposed publish reports to SPS 30 days prior to said reports being published. In the event SPS objects to said reports, the parties shall meet to discuss the objection at least 14 days prior to the date of publication. Any publications or reports of PII and Data, including preliminary project descriptions and draft reports, shall involve only aggregate data and not PII. No report of aggregate data based on an identifiable group of students less than ten in number shall be released to anyone other than SPS. _____ shall require that all employees, _____, and agents working on the project abide by that statistical cell size.

Absent consent from the parent or eligible student, PII cannot be published in a way that would allow individual students and their parents to be identified. _____ can use PII to conduct studies, audits or evaluations, but results must be published in a way that protects the privacy and confidentiality of the individuals involved. For example, when publishing tables, cell suppression and other methods of disclosure avoidance must be used so that students cannot be identified through small numbers displayed in table cells.

_____ agrees and commits that all studies will be conducted in a manner that does not permit PII of parents or students to be released to individuals other than authorized representatives of _____ who have a legitimate interest in the information for the purpose set forth in this Agreement. This means that _____ shall only allow internal access to PII of parents or students to individuals with a need to know and that _____ shall take all reasonable steps to maintain the confidentiality of such PII at all stages of any study, including within any final report.

3.8 Maintenance of PII and Data.

_____ shall maintain all PII and Data received pursuant to this Agreement separate from all other files unrelated to this Agreement, and shall not copy, reproduce, or transmit PII and Data obtained pursuant to this Agreement, except to _____ own agents acting for or on behalf of SPS and as necessary to fulfill the purpose of services described herein. All copies of PII and Data of any type, including any modifications or additions to PII and Data from any source that contains PII regarding individual students, are subject to the provisions of this Agreement in the same manner as the original PII and Data disclosed by SPS to _____. The ability to access or maintain PII and Data under this Agreement shall not, under any circumstances, transfer from _____ to any other individual, institution, or entity.

3.9 Security of PII and Data.

_____ shall exercise due care to protect SPS' PII and Data from unauthorized physical and electronic access.

Due care includes establishing and maintaining data stewardship consistent with the data stewardship concepts set forth in **Exhibit C**. Due care further includes security policies, standards and procedures which detail: access security, internal control procedures, identification, and authentication; network and workstation security; premise security; sanctions for unauthorized use or disclosure of PII and Data; and segregation of SPS PII and Data. All risks and liabilities of use and misuse by _____ of PII and Data provided pursuant to this Agreement are understood and assumed by _____.

_____ shall verify before receiving any PII and Data that it has a sound data security program, which protects both data at rest and data in transmission. At a minimum, the following data security provisions are required:

All electronic SPS PII and Data must be stored in a location that requires a password to gain access to the data. Passwords used to gain access to the data must be secure. Transmission of the data electronically (email, FTP, etc.) requires that the data be encrypted and secured before transport.

SPS has the right, but not the obligation, to complete a physical inspection of _____ data security program. Additionally, _____ shall specify required data security elements, including requirements related to encryption, where the data can be hosted, transmission methodologies, and provisions to prevent unauthorized access.

3.10 Nondisclosure.

_____ and its authorized employees, and agents working on the athletic training services under this Agreement shall not disclose or re-disclose PII and Data contained under this Agreement in any manner that could identify any individual student to any other entity.

_____ shall not provide any PII and Data obtained under this Agreement to any entity or person ineligible to receive PII and Data protected by FERPA, HIPAA, or other state and federal law, or prohibited from receiving PII and Data by virtue of a finding under 34 CFR §§ 99.31 and 99.35. SJFC agrees to require all employees, or agents of any kind working on the project to comply with this provision. No other entity is authorized to engage in any use of PII and Data obtained under this Agreement upon the termination of this Agreement.

In the event any disclosure of PII and Data occurs that is contrary to the disclosure allowed by this Agreement, _____ shall notify SPS of such disclosure within 24 hours of the disclosure. _____ acknowledges that the damage to SPS and its students and parents resulting from the unauthorized use or disclosure of PII and Data would be impossible to calculate. Therefore, both parties hereby agree that SPS shall be entitled to injunctive relief preventing the unauthorized use or disclosure of any PII and Data. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. SPS shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief from _____. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

3.11 Disposition and Destruction.

All PII and Data will be promptly returned or destroyed by _____ prior to the sooner of: (a) when the PII and Data is no longer needed for the purpose(s) for which the PII and Data is used under the terms of this Agreement; (b) when the work for which the PII and Data was required, as described herein, is completed; (c) upon termination of this Agreement.

Acceptable destruction methods for various types of media include: on-site shredding, pulping, or incineration; deface readable surface with coarse abrasive, CD shredder, degaussing, wiping and cutting up.

Upon the destruction of each transfer of PII and Data, _____ shall complete a Certification of Data Disposition ("Certification of Data Disposition") and submit it to the SPS Coordinator of Services ("Coordinator of Services") listed in Section 6.2. The Certification of Data Disposition shall be in the same form as set forth in **Exhibit C**, attached hereto and incorporated herein.

EXHIBIT A
INFORMATION AND DATA TO BE SHARED

Designated Staff at the school building level will provide the data to _____ for participating students with permission forms on file authorizing the release of their student information to _____ to include the following:

- Access to the school district's PowerSchool for student information and records.

EXHIBIT B

**NOTICE OF UNDERSTANDING, TRAINING AND PROMISE
RESPECTING THE
NONDISCLOSURE OF CONFIDENTIAL INFORMATION**

I understand that I will be working directly or indirectly with personally identifiable information and data from Spokane Public Schools ("SPS"). All such information and data from SPS is deemed confidential and is subject to the attached and incorporated written Agreement between SPS and _____.

I further understand that I am prohibited from directly or indirectly making any unauthorized disclosure of any such information or data to any other person or entity.

I swear or affirm and promise that I have been trained by _____ as to my obligations regarding use and nondisclosure of all such information and data.

I swear or affirm and promise that I will not directly or indirectly making any unauthorized disclosure of any such information or data to any other person or entity.

I understand that if I participate in any unauthorized disclosure of any such information or data I may be subject to applicable disciplinary, civil, and criminal proceedings and/or penalties.

Date: _____

Signature

Printed Name and Title

_____ **ASSURANCE**

_____ hereby assures SPS that:

(1) The above named person has been informed of the obligations and limitations respecting the nondisclosure of personally identifiable information and data established by the Agreement between SPS and _____;

(2) No such information or data as defined above will be disclosed to any person or entity not expressly authorized by _____ or SPS to receive such information or data;

(3) _____ shall adequately safeguard all such information and data from disclosure to or access by unauthorized persons; and

(4) All such information and data provided by or through SPS will be retrieved and returned to SPS, or destroyed as specified in the attached Agreement.

Date: _____

Signature

Printed Name and Title

**(A COPY OF THIS SIGNED DOCUMENT MUST BE RETURNED TO SPS FOR EACH
PARTICIPANT HAVING ACCESS TO SPS INFORMATION.)**

EXHIBIT C

CERTIFICATION OF DATA DISPOSITION

Date of Disposition

- ___ All copies of any information and data sets related to the Agreement between SPS and _____ have been wiped from data storage systems.
- ___ All information and data and non-wiped computer media containing any information or data related to the Agreement have been destroyed.
- ___ All copies of any information or data related to the Agreement between SPS and _____ that have not been disposed of in a manner described above, have been returned to the SPS contact listed in the Agreement.

The data recipient hereby certifies, by signature below, that the data disposition requirements as provided in the Agreement have been fulfilled as indicated above.

Date: _____

Signature

Printed Name and Title

RETURN ORIGINAL TO SPS – HIGH SCHOOL ATHLETIC DIRECTOR. RETAIN A COPY FOR YOUR RECORDS.