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| Introduction Date                               | 9/14/22       |
| Enactment Number                                | 22-2015       |
| Enactment Date                                  | 9-14-2022 CJH |

## Board Cover Memorandum

**To** Board of Education

**From** Sondra Aguilera, Acting Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Sailaja Suresh, Executive Director, Systems and Services Improvement

**Meeting Date** September 14, 2022

**Subject** Services Agreement with HR Support Inc., Data Sharing Agreement and Amendment No. 1 to Services Agreement

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**Ask of the Board** Ratify Services Agreement and Data Sharing Agreement, and Approve Amendment No. 1 to Services Agreement to Increase Not-to-Exceed amount

**Services** HR Support Inc., Castro Valley, CA, will provide COVID-19 testing services for OUSD staff and families at regional testing hubs organized by OUSD.

**Term** Start Date: July 1, 2022 End Date: June 30, 2023

**Not-To-Exceed Amount** Total: \$2,000,000  
Services Agreement: \$95,000  
Amendment No. 1 to Services Agreement: Additional \$1,905,000

**Competitively Bid** Yes

**In-Kind Contributions** None

**Funding Source(s)** Resource 3213 - ESSER III

*Board Memorandum  
Ratification of Services Agreement and Data Sharing  
Agreement and Approval of Amendment No. 1  
HR Support Inc.*

**Background**

On March 29, 2022, OUSD posted an RFP seeking vaccination and COVID-19 testing services for the 2022-23 school year. These services are necessary to support OUSD's COVID response activities.

HR Support Inc. and three other service providers were selected following an RFP. The RFP and HR Support Inc's proposal are attached to this memo. It is anticipated HR Support will primarily provide COVID-19 testing services.

To expedite the provision of services for the beginning of the 2022-23 school year, OUSD approved a services agreement in the amount of \$95,000, as well as a data sharing agreement. The services agreement and data sharing agreement are presented here for ratification.

In addition, an amendment to the services agreement is presented here for approval. The amendment will increase the not-to-exceed amount for the one-year term from \$95,000 to \$2,000,000.

**Attachment(s)**

- Services Agreement
- Amendment No. 1 to Services Agreement
- Data Sharing Agreement
- RFP# 21-116CSSS
- HR Support Inc. Proposal

## SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

HR Support Inc.

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):  
July 1, 2022

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):  
June 30, 2023

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of

- students as determined by OUSD.
- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
  5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
  6. **Confidentiality and Data Privacy.**
    - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to

- be confidential or privileged.
- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
- (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).
  - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
  - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement

without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:  
\$95,000

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
  10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
    - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
    - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
    - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
    - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
    - e. To the extent that VENDOR has described how the Services

may be provided both in-person and not in-person, **VENDOR's** invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

- f. All invoices furnished by **VENDOR** under this Agreement shall be delivered to **OUSD** via email unless **OUSD** requests, in writing, a different method of delivery.

**11. Termination and Suspension.**

- a. For Convenience by **OUSD**. **OUSD** may at any time terminate this Agreement upon thirty (30) days prior written notice to **VENDOR**. **OUSD** shall compensate **VENDOR** for Services satisfactorily provided through the date of termination. Upon approval by **OUSD** legal counsel, the **OUSD** Superintendent or an **OUSD** Chief or Deputy may issue the termination notice without approval by the **OUSD** Governing Board, in which case this Agreement would terminate upon ratification of the termination by the **OUSD** Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of **OUSD**, the ability of **VENDOR** to perform the Services, **OUSD** may terminate this Agreement upon seven (7) days prior written notice to **VENDOR**. Upon approval by **OUSD** legal counsel, the **OUSD** Superintendent or an **OUSD** Chief or Deputy may issue the termination notice without approval by the **OUSD** Governing Board, in which case this Agreement would terminate upon ratification of the termination by the **OUSD** Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either **PARTY** may terminate this Agreement by giving written notice of its intention to terminate for cause to the other **PARTY**. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either **PARTY** is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by **OUSD** legal counsel, the **OUSD**

Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, **VENDOR** shall provide OUSD with all materials produced, maintained, or collected by **VENDOR** pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the **VENDOR**'s provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to **VENDOR** to suspend the Agreement, in which case **VENDOR** shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate **VENDOR** for Services satisfactorily provided through the date of suspension.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other **PARTY** at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 440  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

**VENDOR**

Name: Rattanaphorn Saefung - Fanger  
Title: CEO  
Address: 18261 Madison Avenue  
City, ST Zip: Castro Valley, CA 94546  
Phone: (510) 314-2525

Email: rattanas@hrsupportpros.com

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

**13. Status.**

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
  - (ii) VENDOR's work is outside the usual course of OUSD's business; and
  - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
  - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
  - (iii) the contract between OUSD and VENDOR is in writing;
  - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or

- business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the Services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

**14. Qualifications and Training.**

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

15. **Certificates/Permits/Licenses/Registration.** VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
  
16. **Insurance.**
  - a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
  
  - b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million

dollars (\$1,000,000) per accident or disease.

**17. Testing and Screening.**

- a. **Tuberculosis Screening.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- b. **Fingerprinting/Criminal Background Investigation.** Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.
- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

**18. Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

**19. Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has

been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.

- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
  - e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
  - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
  - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
  - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and

its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
28. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
  - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from

any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

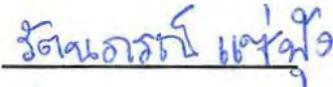
29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.

33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
  - a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**VENDOR**

Name: Rattanaphorn Saefung-Fanger      Signature: 

Position: Chief Executive Officer      Date: 07/01/2022

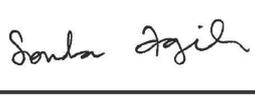
*One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.*

**OUSD**

Name: Preston Thomas      Signature: 

Position: Chief Systems and Services Officer      Date: 8/3/2022

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Sondra Aguilera      Signature: 

Position: Acting Secretary, Board of Education      Date: 9-15-2022

**Template approved as to form by OUSD Office of the General Counsel.**

## EXHIBIT A

- 1A. **General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*  
See attached Scope of Work
- 1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*  
 No, services would not be able to continue.  
 Yes, services would be able to continue as described in 1A.  
 Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.  
Click or tap here to enter text.
- 1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*  
 Hourly Rate: \$Click or tap here to enter text. per hour  
 Daily Rate: \$ per day  
 Weekly Rate: \$Click or tap here to enter text. per week  
 Monthly Rate: \$Click or tap here to enter text. per month  
 Per Student Served Rate: \$Click or tap here to enter text. per student served  
 Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:  
Click or tap here to enter text.

A description of costs is in the Scope of Work, and includes the following sample costs:

COVID Testing (Rapid or PCR) Cost: \$120.00/Testing Hour/Site

Vaccination Clinic Cost: \$410/Hour/Site

2. **Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful*

*internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

COVID-19 testing services and vaccination services will assist OUSD with reducing COVID-19 positive cases.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:* Not Applicable

Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

Click or tap here to enter text.

Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole

discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)

## **Scope of Work – HR Support**

### **1. Service Overview**

HR Support ("VENDOR") will provide comprehensive COVID-19 testing services upon request of Oakland Unified School District ("OUSD"). VENDOR may also agree to provide vaccination services upon OUSD's request from time-to-time. (Collectively, COVID-19 testing and vaccinations are the "Services".)

### **2. Project Representatives**

The project representatives will meet at least once every two weeks to discuss the Services. The project representatives are:

#### **Oakland Unified School District**

Mara Larsen-Fleming

Director, Health & Wellness, Community Schools & Student Services

[Mara.larsen-fleming@ousd.org](mailto:Mara.larsen-fleming@ousd.org)

(510) 684-6549

Megan Phuong

Clinic Liaison, OUSD COVID-19 Testing Program

[Megan.phuong@ousd.org](mailto:Megan.phuong@ousd.org)

(510) 394-4247

Megan Allegretti

Strategic Fellow, OUSD Vaccination Program

[Megan.allegretti@ousd.org](mailto:Megan.allegretti@ousd.org)

(415) 830-2117

#### **HR Support**

Rattanaphorn Saefung – Fanger

CEO, HR Support

[rattanas@hrsupportpros.com](mailto:rattanas@hrsupportpros.com)

(510) 314-2525

### **3. Services and Responsibilities**

**Responsibilities of OUSD:** OUSD will provide 30 days notice when increasing service capacity by more than 30% of existing staff assigned to OUSD sites, and when reducing existing staffing by more than 30% of existing staff assigned to

OUSD sites. OUSD will provide 14 days notice when expanding or reducing service by 30% or less of existing staff assigned to OUSD sites.

OUSD will provide sites for the Services, wifi access, tables, chairs, and an onsite OUSD point of contact for each site.

OUSD's notice shall identify location(s), staffing needs, and days and hours of service.

OUSD shall order and deliver COVID-19 tests to the sites.

**Responsibilities of VENDOR:**

Upon OUSD's request, VENDOR shall provide Services as described in its proposal, which is attached hereto and incorporated herein.

Contractor shall hire and supervise qualified staff to administer COVID-19 testing upon OUSD's request, and vaccinations as agreed by the Parties. VENDOR'S staff may be required to provide Service at more than one site in a day, and must have transportation to each site. All VENDOR personnel will pass background checks prior to being deployed to OUSD sites.

COVID-19 testing may include rapid antigen, point of care NAAT, and/or PCR testing.

VENDOR's representative identified above shall serve as project coordinator and point of contract for Services. VENDOR shall share a staffing schedule with OUSD by each Wednesday for the following week.

Before Services, VENDOR'S staff shall:

- Arrive on time to OUSD locations with equipment and supplies necessary for Services, including adequate PPE (e.g., gloves, masks, gowns, shields), other supplies (e.g., sanitizer, biohazard bags), fully-charged devices for registration and data entry (e.g., laptops, tablets, chargers, printers, scanners), and canopies and heaters for outdoor events as needed
- Manage setup, including without limitations, by answering questions regarding the day's logistics and the testing/vaccination process
- Conduct a walk-through of site
- Confirm all registrations and consents for all participants have been captured and uploaded into OUSD's digital portal (Primary for testing, or other system as specified by OUSD), or in paper format at the test site
- Implement plan developed in conjunction with OUSD to ensure safety of participants and administrators
- Coordinate and communicate with OUSD project representatives and school site contacts

During Services, VENDOR'S staff shall:

- Assist with registrations
- Observe self-swabbing and/or collect antigen and/or PCR swabbing
- Issue and log each test sample using the tracking system or method developed by OUSD
- Treat any personally identifiable information collected during the Services as confidential, and will not copy, transmit, or disclose such information in any manner
- Ensure that each participant's name, registration, consent, and date of birth are confirmed before testing/vaccinating and recording results
- Treat all participants with professionalism and respect
- Flag any inconclusive tests in Primary (or appropriate system) for secondary review, or request secondary review with another professional on site
- Notify school site staff of positive test cases

After Services, VENDOR'S staff shall:

- Lock/confirm all results in Primary (or other portal as specified by OUSD)
- Scan or key in collected samples into lab's portal and pack up collected samples in shipping bags for delivery for processing. Transport PCR tests to drop-off sites on the same date tests are administered.
- Clean up after Services, properly dispose of any used material, including biohazard waste in accordance with the Medical Waste Act of 2017, and notify OUSD project representatives and school staff that Services have concluded.
- Assist and provide guidance with Services, including, without limitation, creating a plan for confirmatory PCR testing or antigen rapid testing at OUSD's direction and helping OUSD set up accounts for individual participants in OUSD's digital portal and capturing antigen test results

Prior to conducting Services, VENDOR'S staff shall ensure each participant has written consent either on file in OUSD's digital portal or signed written consent in person at the test site. VENDOR will accept consent from students ages 13 year and older without additional parent consent. Written consents shall be uploaded to the digital portal by VENDOR'S staff prior to conducting COVID-19 testing or vaccinations. Use of OUSD's Primary database or other digital portal specified by OUSD for COVID-19 testing is required.

VENDOR shall keep an inventory of unused COVID-19 tests, and will notify OUSD of the number of unused tests on Friday of each week. By additional written agreement of the Parties, VENDOR may provide COVID-19 tests as requested by OUSD.

VENDOR'S staff will abide by all state and local laws, OUSD policies and practices, and other requirements for conducting Services.

If the Parties agree VENDOR will provide vaccination services, VENDOR will manage all aspects of vaccination events, including outreach, set-up, providing

equipment/supplies and vaccines, registration and consent, clean-up, and providing a list to OUSD of all students who received vaccinations.

#### **4. Professional Service Fees**

##### **COVID Testing**

Sample COVID Testing (Rapid or PCR) Cost: \$120.00/Testing Hour/Site

The sample COVID Testing Cost includes labor and overhead, based on a team of two phlebotomist/data staff members at each site, at the rate of \$60/hour each. Other variable costs based on the type of test include test kits/lab processing. A detailed description of these and other fees and rates is provided on pages 12 – 13, and 19 - 20 of VENDOR's proposal. A team of two can process 100 tests in an eight-hour period.

##### **Vaccinations**

Sample Vaccination Clinic Cost: \$410/Hour/Site

Sample vaccination hourly costs include:

- 1 Nurse Practitioner/Physician Assistant, @ \$110/hour
- 4 Vaccinators/Data Staff, @ \$60/hour each
- 1 Manager, @ \$60/hour

A detailed description of these and other fees and costs is provided on pages 13 and 20 of the proposal. A team of six can provide 100 vaccinations in an eight-hour period.

#### **5. Invoicing**

Invoices should be submitted to the OUSD Project Representatives. In addition to the invoicing provisions in the agreement, every month, VENDOR shall provide OUSD with an excel spreadsheet, which shall set forth:

- Name of OUSD schools at which VENDOR is providing Services
- Date and location of Services
- Name of VENDOR'S staff members providing Services
- Hours worked by such Professional
- Net payment due in connection with Services provided to a given customer,
- All such relevant information as OUSD may reasonably request in order for OUSD to verify amounts payable to VENDOR

Payments from OUSD shall be sent to the following address:

HR Support, Inc.

18261 Madison Ave

Castro Valley, CA 94546

Either party may make changes to the information above by giving written notice to the project representative of the other party. Said notices shall not require an amendment to this agreement.

## AMENDMENT NO. 1

to

### Services Agreement 2022-2023 Between OUSD and HR Support, Inc.

This Amendment amends the attached legal agreement ("Original Agreement") and any prior amendments ("Prior Amendments," together with Original Agreement, "(Amended) Agreement"), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District ("OUSD") and the below named entity or individual ("VENDOR," together with OUSD, "PARTIES"):  
HR Support Inc.  
The Parties entered into the Original Agreement on the below date:  
Click or tap to enter a date.
- The Enactment Number of the Original Agreement is below:  
Not yet assigned

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. **Services:** X The scope of work of the (Amended) Agreement is

unchanged.

The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:

Revised scope of work attached

VENDOR agrees to provide the following amended services:

Click or tap here to enter text.

2. **Term** (duration): X The term of the (Amended) Agreement is unchanged

The term of the (Amended) Agreement has changed. If the term has changed: The parties agree to amend the below original End Date of the (Amended) Agreement to the below new End Date:

Original End Date: Click or tap to enter a date.

New End Date: Click or tap to enter a date.

3. **Compensation:**     The not-to-exceed amount in the (Amended) Agreement is unchanged  
X The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:  
X Increase not-to-exceed amount by:  
\$1,905,000  
 Decrease not-to-exceed amount by:  
\$Click or tap here to enter text..  
The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is  
\$2,000,000
4. **COVID-19:** To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:
- a. Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
  - b. VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
  - c. In addition to the requirements of subparagraph (b), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee,

subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

d. VENDOR shall bear all costs of compliance with this Paragraph.

5. **Insurance.** To the extent that the Agreement did not contain the following insurance coverage amounts, by signing this Amendment, VENDOR agrees that it shall maintain, unless waived under the terms of the Agreement, Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms regarding Commercial General Liability Insurance remain the same.

6. **Termination and Suspension.** To the extent that the Agreement did not contain the following provisions, by signing this Amendment, VENDOR agrees that:

a. Notwithstanding any other language of the Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

b. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

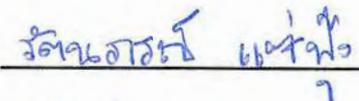
7. **Legal Notices.** To the extent the Agreement did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S.

Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1000 Broadway, Suite 440, Oakland, CA 94607. All other terms regarding Legal Notices remain the same.

8. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
9. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
10. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
11. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**VENDOR**

Name: Rattanaphorn Saefung-Fanger      Signature:   
Position: Chief Executive Officer      Date: 07/01/2022

*VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.*

**OUSD**

Name: Gary Yee      Signature:   
Position: Enter OUSD signatory position      Date: 9-15-2022  
 Board President  
 Superintendent  
 Chief/Deputy Chief/Executive Director

Name: Sondra Aguilera      Signature:   
Position: Acting Secretary, Board of Education      Date: 9-15-2022

**Template approved as to form by OUSD Office of the General Counsel.**



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Request for Proposal (RFP) 21-116CSSS**

**Vaccinations and COVID Testing Services  
Community School Student Services Department**

\* Submit proposals and all questions/inquiries to:

**OAKLAND UNIFIED SCHOOL DISTRICT**

email: [francisco.flores@ousd.org](mailto:francisco.flores@ousd.org)

phone: (510) 434-4337

**Proposals Due:**

**4/22/2022 AT 2:00 PM**

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY  
THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.

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## **Submission Deadline & Process:**

Bids must be received prior to **April 22, 2022 at 2:00 P.M.**

### **Provider to submit:**

Electronic RFP version (via email to procurement@ousd.org and cc rosaura.altamirano@ousd.org)

Proposal shall be clearly marked: **“Response to RFP No. #21-116CSSS**

Proposal shall be submitted to: **francisco.flores@ousd.org (by email)**

Bids received later than the designated time and specified date will be returned to the proposer unopened. **Facsimile (FAX) copies of the proposal will not be accepted.**

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any irregularity in the bidding process.

Copies of the RFP/Bid documents may be obtained from **Oakland Unified School District, Procurement Department’s website** <https://www.ousd.org/procurement>, if you have specific questions or concerns regarding RFP, you may contact us by email to: francisco.flores@ousd.org

## RFP SCHEDULE OF EVENTS

The following schedule will be used by the District for this RFP.

| DATE                                       | ACTION   |
|--|--|
| RFP Posting/First Advertisement:           | March 29, 2022   |
| Pre-Bid Conference:                        | April 13, 2022 @ 11:00 a.m.<br>(Zoom link on <a href="#">Procurement Website</a> ) |
| Deadline for Questions:                    | April 18, 2022 @ 4:00 p.m.   |
| <b>Proposal/Bid Submitted to District:</b> | <b>April 22, 2022 @ 2:00 p.m.</b>  |
| Proposal/Bid Opening:                      | April 28, 2022 @ 11:30 a.m.<br>(Zoom link on <a href="#">Procurement Website</a> ) |
| Potential Interviews (If Necessary):       | May 2-5, 2022  |
| Final Award(s) of RFP (BOE):               | June 22, 2022  |
| Contract Start Date:                       | July 1, 2022   |

\*\*OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at [www.ousd.org/procurement](http://www.ousd.org/procurement).\*\*

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

***Rosaura M. Altamirano***  
*Senior Manager, Supply Chain & Logistics*  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

Published: March 29, 2022

# **GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS**

## **GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT**

The District is located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco. The District's boundaries also include small portions of the neighboring cities of Emeryville and Alameda.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 36,886 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

## **OBJECTIVES**

OUSD seeks partnerships to provide District schools with COVID testing and vaccinations, and other vaccinations as determined necessary by OUSD.

## **SCOPE OF WORK**

Selected partner(s) will provide all staffing, administration, and programmatic oversight required to conduct COVID testing and vaccinations, and influenza and other vaccinations at District schools and other sites, as more specifically identified within the Agreement for each partner. The schools and sites assigned shall be determined by OUSD, as specified in each partner's proposal, or as negotiated.

## **SPECIFIC ACTIVITIES REQUIRED**

### Locations:

- Provide COVID testing and vaccinations, and influenza or other vaccinations, at sites identified by District, number or specific location(s) as listed in proposal, and/or negotiated with District. Ability to serve multiple school sites, school-levels and ages (adults and students in preschool/pre-k, elementary, middle, and high school) preferred.

### Staffing:

- Identify a project coordinator and point of contact for communication with District. Dedicated project coordinator required.
- Hire and supervise qualified staff to administer COVID testing and COVID and other vaccination programs at OUSD schools and sites.
- Create staff schedules for testing and vaccinations as directed by District. Ability to provide testing and/or vaccinations during evenings and weekends preferred. Ability to provide COVID testing services during evenings and weekends during periods of high transmission and positivity rates required.

### Program Administration:

- Conduct COVID testing, which may include rapid antigen, point of care NAAT, and/or PCR testing, at identified District sites. Notify school site staff of positive cases.
- Administer COVID, influenza, and other vaccinations.
- Create materials to advertise COVID testing, and vaccinations, for OUSD or specific school communities.
- Conduct outreach to students, families, and staff about available COVID testing services and vaccination services.
- Manage and track consent forms to ensure students, staff, and families have consented to participate in COVID testing and in vaccinations. The proposal must include an example of the partner's vaccination consent form. The proposal must also confirm the partner is willing to use the Primary consent form for COVID testing, and will accept testing consent by students ages 13 and older without additional parental consent.
- Use of OUSD's Primary database for testing is required.
- For vaccinations, maintain or make available a data system for administering vaccinations. System must have ability for online appointment registration and automatic follow-up reminders when subsequent vaccination shots are due. To encourage vaccination participation, partner may not require submission of health insurance or other data not directly necessary for the administration of the vaccination. Vaccinations must be uploaded into the California Immunization Registry (CAIR). Manage lab partnerships to process tests (if applicable).
- Transport PCR tests to drop-off sites. PCRs must be delivered in shipping bags

at the courier box on the same day they are administered.

- Inventory and order COVID tests and/or vaccines (if applicable).
- Perform quality control measures necessary for COVID tests and/or vaccinations.
- Provide COVID tests and vaccinations (preferred), PPE (gloves, masks, gowns, shields, etc.), other testing supplies (sanitizer, biohazard bags, etc.), and equipment (laptops, tablets, chargers, printers, scanners, canopies, heaters, etc.). OUSD will provide wifi, tables, chairs, outdoor locations, indoor locations, and site point of contract.
- Conduct biohazard waste removal and disposal for all events.

## RECEIPT OF PROPOSALS:

Proposals shall be **emailed** to [francisco.flores@ousd.org](mailto:francisco.flores@ousd.org) and cc: [rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org) no later than **April 22, 2022 by 2:00 p.m.**

Proposals should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposals. Proposals delivered after scheduled closing time for receipt of proposals may not be considered.

Contractors are required to send **(1) electronic copy through email** of their proposals. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

### **Local Business Program**

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program ("Local Business Program"). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

## PROPOSAL EVALUATIONS AND SCORING

This request is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, Proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

### The District reserves the right without limitation to:

- Reject any or all proposals and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

### Qualified Value Scoring

- A. Proposals may earn a maximum of 1,000 best value points, as indicated in the table below.

| <b>Qualified Value Points</b>    |  |
|----------------------------------|--|
| <b>Value Category</b>            | <b>Maximum Points (Points Required to Qualify)</b> |
| 1. Annual Cost to the District   | 200 (100)  |
| 2. Scope of Services             | 600 (400)  |
| 3. Ability to Deliver/References | 200 (100)  |
| <b>Total</b>                     | <b>1000 (600)</b>                                  |

- B. Each qualified value category shall be scored separately using the scoring guide below.

## Scoring Guide

|                             | <b>QUALITY OF RESPONSE</b>  | <b>STRENGTHS</b>  | <b>WEAKNESSES</b>                       | <b>CONFIDENCE IN RESPONSE</b> | <b>POINTS</b> |
|-----------------------------|---|---|---|-------------------------------|---------------|
| <b>EXCEPTIONAL RESPONSE</b> | Addresses the requirements completely, demonstrates expertise in program area and preferred experience serving Oakland community. | Meets all Requirements - numerous strengths in key areas. | None                                    | <b>VERY HIGH</b>              | <b>100%</b>   |
| <b>GOOD RESPONSE</b>        | Addresses the requirements completely and some elements in an outstanding manner.   | Meets all requirements - some strengths in key areas      | Minor; not in key areas                 | <b>HIGH</b>                   | <b>75%</b>    |
| <b>BASIC RESPONSE</b>       | Addresses most elements of the requirements.  | Meets most requirements – some strengths provided         | Moderate: does not outweigh strengths   | <b>ADEQUATE</b>               | <b>50%</b>    |
| <b>MARGINAL RESPONSE</b>    | Meets some of the requirements  | Meets some requirements with some strengths.              | Exist in key areas; outweighs strengths | <b>LOW</b>                    | <b>25%</b>    |
| <b>INADEQUATE RESPONSE</b>  | Meets a few to none of the RFP requirements.  | Few or no clear strengths.                                | Significant and numerous                | <b>NONE</b>                   | <b>0%</b>     |

## **Criteria for Qualified Value Scoring and Submission Instructions**

### **Qualified Value Categories**

The following criteria will be considered and kept in mind when allocating points in each of the Qualified Value Categories:

**RFP responses demonstrate a clear understanding of and alignment with the District's objectives.**

**In each proposer's response to this RFP, please be sure to label each Value Category and carefully respond to each of the below requirements.**

### **Value Category 1: Annual Cost to the District (200 Points Available/100 Points to Qualify)**

- Total cost to the District under this bid. The cost must be broken down into a "per testing hour" cost at a site or as a "per testing day" cost at a site. For example, a proposer might state that the "per testing hour" cost is \$300 per hour, which would be inclusive of providing all aspects of an hour of testing (as detailed in the proposal). As another example, a proposer might state that the "per testing day" cost is \$1,000 per day, which would be inclusive of providing all aspects of a day of testing (as detailed in the proposal). The inclusive hourly and daily rates for vaccinations should be separately identified if they differ from the inclusive testing rates. Daily rates should indicate how many hours are included in the rate, and how much it would be to request additional hours in the evening or on weekends.

### **Value Category 2: Scope of Services (600 Points Available/400 Points to Qualify)**

- 1) **Program Quality (200 points).** Describe, in detail, the COVID testing program plan the agency proposes to implement at OUSD, including frequency, test types, proposed schools (if applicable), and other relevant information. Address each testing activity/requirement stated in the Specific Activities Required section above. Each proposer must identify a project coordinator who will interface daily (including, if necessary, in the evenings and on weekends) with OUSD and be immediately available by phone and text in urgent situations (e.g., testers fail to show up) or emergencies. Please indicate what other responsibilities (beyond OUSD) the project coordinator would have. OUSD must be notified before the proposer makes any change to the individual services as the project coordinator.
  - How many locations at one time can the proposer offer testing?\*

- How many days per week can the proposer offer testing at the number of locations listed above?\*
- For how many hours per day can the proposer offer testing at each location listed above?\*
- What type(s) of tests can be offered at each site and how many of each type of test can be offered each day (based on the number of hours listed above)?
- Are there any specific testing locations the proposal must be assigned or can OUSD assign any site at its discretion?\*
- Are there any age restrictions on whom the proposer is able to test? If yes, describe.
- Can the proposer provide evening and weekend services as required? Confirm that the proposer can provide the testing services during expanded evening and weekend hours as needed during periods of high transmission and positivity rates. Describe the proposer’s capacity for expanded evening and weekend hours during other periods for testing or vaccinations.
- Confirm that the proposer will use Primary and any other District testing tools for testing.
- Can the proposer use a consent form as determined by OUSD? If the proposer will use its own consent form, please include an example of the consent form the partner proposes to use and how the proposer will collect consents from families.
- Can the proposer administer COVID, influenza, and other vaccines (including providing both qualified staff and vaccine supply)? Describe the proposer’s vaccination services and address each of the Specific Activities Required listed above.
- Is the proposer able to administer vaccines to both children and adults? If there are age restrictions on whom the proposer may vaccinate, describe.
- Is the proposer a County-contracted vaccine provider? Can the proposer use the County vaccine consent form? Does the proposer register vaccinations in the California Immunization Registry (CAIR)?
- Describe the proposer’s database for administering vaccinations.

*\* Please also include a schedule illustrating what the proposer is proposing. Below is one hypothetical example of how to provide such a schedule.*

|        | S | M                               | T                           | W                           | Th                              | F                           | S                  |
|--------|---|---------------------------------|-----------------------------|-----------------------------|---------------------------------|-----------------------------|--------------------|
| Team 1 |   | 8a-4p<br>(Must be at Montclair) | 8a-4p<br>(Site set by OUSD) | 8a-4p<br>(Site set by OUSD) | 8a-4p<br>(Must be at Montclair) | 8a-4p<br>(Site set by OUSD) |                    |
| Team 2 |   |                                 | 8a-4p<br>(Site set)         | 8 hr block between          | 8a-4p<br>(Site set)             | 8a-4p<br>(Site set)         | 4 hr block between |

|  |  |  |          |                               |          |          |                               |
|--|--|--|----------|-------------------------------|----------|----------|-------------------------------|
|  |  |  | by OUSD) | 7am and 7pm; site set by OUSD | by OUSD) | by OUSD) | 9am and 4pm; site set by OUSD |
|--|--|--|----------|-------------------------------|----------|----------|-------------------------------|

- 2) **Experience with COVID Testing, and Vaccinations. (200 points).** Describe in detail the agency’s experience implementing COVID testing and COVID, influenza, and other vaccinations, including experience with each of the activities listed in the “Specific Activities Required” section above.
- 3) **School and Community Relationships (100 points).** Describe in detail the agency’s experience partnering with OUSD and/or serving the OUSD community.
- 4) **Student and Family Outreach (100 points).** Describe, in detail, the agency’s experience and capacity to implement outreach to increase engagement and participation in COVID testing and (if applicable) COVID, influenza, and other vaccinations. Describe capacity to implement family workshops and plans to support Oakland’s diverse family community. Describe strategies to increase participation among diverse and underserved populations.

*All points for this Value Category will be awarded in accordance with criteria questions and the assessment of the written narrative.*

**Value Category 3: Ability to Deliver Proposed Solution and References (200 Points Available/100 Points to Qualify)**

*Company Profile*

- Provide the following information about your company:
  - The full company name (and any former name or dba names used), address, location, and phone number for your headquarters, branch and area offices that would support the District.
  - List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business.
  - Include company web address, if available.
- Please attach a short history of the company including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations
- Please attach evidence that supports the viability of the company for the duration of the contract.

*Professional Qualifications*

- Provide a succinct summary of the organization's overall qualifications and capacity to provide the services requested in this RFP.
- Using the format in Exhibit B ("References") provide three (3) references, preferably from school districts, government agencies or similar entities. Include the entity's name and address, and name, title, telephone number and email address of the person to contact, along with a brief summary of the service provided.

**Any bid protest may be submitted in accordance with OUSD's Administrative Regulation ("AR") 3311, available at <https://boepublic.ousd.org/Policies.aspx>.**

**SAMPLE OUSD SERVICE CONTRACT (DO NOT ADJUST)**

**SERVICES AGREEMENT 2021-2022**

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

The parties hereby agree as follows:

**1. Term.**

a. This Agreement shall start on the below date (“Start Date”): If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the Parties signed this Agreement.

b. The work shall be completed no later than the below date (“End Date”): If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

**2. Services.**

VENDOR shall provide the services (“Services”) as described in #1A and #1B of Exhibit A, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of Exhibit A whether and how its services would be able to continue.

**3. Alignment and Evaluation.**

a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR’s employees, and each of VENDOR’s subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR’s employee(s), and VENDOR’s subcontractor(s).

#### **4. Inspection and Approval.**

VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by Vendor must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.

#### **5. Data and Information Requests.**

VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

#### **6. Confidentiality and Data Privacy.**

a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.

(i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).

(ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the

OUSD Data Sharing Agreement (available here).

(iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.

c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

#### **7. Copyright/Trademark/Patent/Ownership.**

VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

#### **8. Compensation.**

OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in Exhibit A.

a. The compensation under this Agreement shall not exceed:

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in Exhibit A.

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after

VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. Invoicing. Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.

a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).

b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.

c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the

right to refuse to pay untimely invoices.

d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.

e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

## **11. Termination.**

a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

c. For Cause. Either Party may terminate this Agreement by giving written notice of its intention to terminate for cause to the other Party. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either Party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its

insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

## **12. Legal Notices.**

All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other Party at the address set forth below.

### **OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 300  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

### **VENDOR**

Name:  
Title:  
Address:  
City, ST Zip:  
Phone:  
Email:

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either Party must give written notice of a change of mailing address or email.

**13. Status.**

a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR's employees.

b. If VENDOR is a natural person, VENDOR verifies all of the following:

- (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
- (ii) VENDOR's work is outside the usual course of OUSD's business; and
- (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

c. If VENDOR is a business entity, VENDOR verifies all of the following:

- (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;

- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractors State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

**14. Qualifications and Training.**

a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.

b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

**15. Certificates/Permits/Licenses/Registration.**

VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

**16. Insurance.**

a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The

policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

**17. Testing and Screening.**

a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in Exhibit A, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.

d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

**18. Incident/Accident/Mandated Reporting.**

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

**19. Coronavirus/COVID-19.**

a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.

c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.

d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and

vaccination requirements.

e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

**20. Assignment.**

The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

**21. Non-Discrimination.**

It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

**22. Drug-Free/Smoke Free Policy.**

No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

**23. Waiver.**

No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.

**24. No Rights in Third Parties.**

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**25. Conflict of Interest.**

a. VENDOR shall abide by and be subject to all applicable

regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

**26. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

**27. Limitation of OUSD Liability.**

Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.

**28. Indemnification.**

a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD

Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

**29. Audit.**

VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR’S normal business hours, unless VENDOR otherwise consents.

**30. Litigation.**

This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California’s principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

**31. Incorporation of Recitals and Exhibits.**

Any recitals and exhibits attached to this Agreement are incorporated herein by

reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

**32. Integration/Entire Agreement of Parties.**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**33. Severability.**

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**34. Provisions Required By Law Deemed Inserted.**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

**35. Captions and Interpretations.**

Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

**36. Calculation of Time.**

For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.

**37. Counterparts and Electronic Signature.**

This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and,

notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

**38. W-9 Form.**

If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

**39. Agreement Publicly Posted.**

This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

**40. Signature Authority.**

a. Each Party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

**41. Contract Contingent on Governing Board Approval.**

OUSD shall not be bound by the terms of this Agreement unless and until it has been (i)

formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

**REST OF PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties hereto agree and execute this Agreement and to be bound by its terms and conditions:

**VENDOR**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

*One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.*

**OUSD**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell \_\_\_\_\_

Signature: \_\_\_\_\_

Position: Secretary, Board of Education \_\_\_\_\_

Date: \_\_\_\_\_

*Template approved as to form by OUSD Office of the General Counsel.*

## Exhibit A

**1A. General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

The services will be as stated in the RFP and the proposal unless otherwise negotiated.

**1B. Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

**1C. Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR: The rate of compensation will be as stated in the proposal unless otherwise negotiated.*

**2. Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students.)

## **Proposer/ Vendor Forms Checklist to Complete**

- Exhibit A Standard Form Response
- Exhibit B Reference Worksheet (3 minimum)
- Exhibit C Proposal Price Form
- Exhibit D Terms and Conditions
- Exhibit E Certification regarding Debarment, suspension, ineligibility
- Exhibit F Insurance
- Exhibit G Worker's Compensation Certificate
- Exhibit H Fingerprinting Certificate
- Exhibit I Non- Collusion Declaration
- Exhibit J Piggyback Clause
- Exhibit K Authorized vendor Signature

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

**Exhibit A**

**Standard Form Response:**

**A. GENERAL INFORMATION**

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

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2. Tel: \_\_\_\_\_ Website: \_\_\_\_\_ Email: \_\_\_\_\_

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)

Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:

| Name, Title | Location | Phone Number |
|-------------|----------|--------------|
| _____       | _____    | _____        |
| _____       | _____    | _____        |
| _____       | _____    | _____        |

6. Point of Contact if Contract is Awarded:

| Name, Title | Location | Phone Number |
|-------------|----------|--------------|
| _____       | _____    | _____        |
| _____       | _____    | _____        |
| _____       | _____    | _____        |
| _____       | _____    | _____        |

**B. LEGAL INFORMATION**

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes                      No

If yes, provide the name of the school district or school and briefly detail the dispute.

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2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes                      No

If yes, provide details including the name of the other party:

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3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes                      No

If yes, provide details:

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4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes                      No

If yes, provide details:

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**Exhibit B**

**References:**

To be submitted for each of the three to five (5) references required.

**Reference 1:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

\_\_\_\_\_

**Reference 2:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

\_\_\_\_\_

**Reference 3:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

\_\_\_\_\_

**Exhibit C**  
**Proposal Price Form**

Please fill in each cell in the right-hand column below with all-inclusive costs (i.e., costs inclusive of all aspects of testing, as detailed in the proposal), per hour, per day, and per month.

| <b>Cost Per Hour</b>  |  |
|---|--|
| Cost Per Testing Hour <u>Per Site</u> :                     |  |
| Total # of Sites Proposed:                                  |  |
| Total Cost Per Testing Hour <u>At All Proposed Sites</u> :  |  |
| <b>Cost Per Day</b>   |  |
| Cost Per Testing Day <u>Per Site</u> :                      |  |
| Total # of Sites Proposed:                                  |  |
| Total Cost Per Testing Day <u>At All Proposed Sites</u> :   |  |
| <b>Cost Per Month</b>                                       |  |
| Cost Per Testing Month <u>Per Site</u> :                    |  |
| Total # of Sites Proposed:                                  |  |
| Total Cost Per Testing Month <u>At All Proposed Sites</u> : |  |

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit D**  
**Terms and Conditions**

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require like compliance by all its subcontractors. Bidder shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. Bidder Agreement – In compliance with this RFP, the bidder will propose

and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this

MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not

incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither \_\_\_\_\_ nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

## **EXHIBIT F INSURANCE**

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

**EXHIBIT G**  
**WORKERS COMPENSATION CERTIFICATE**

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: \_\_\_\_\_

By \_\_\_\_\_

Signature of Authorized Signer \_\_\_\_\_

Title of Signor \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signor

\_\_\_\_\_  
Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

**EXHIBIT H**

**FINGERPRINTING CERTIFICATION**

To the Governing Board of Oakland Unified School District

I \_\_\_\_\_, acknowledge and certify as follows: (Name of Contractor)

- 1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
- 2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
- 3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
- 4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California, on \_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Typed or Printed Name

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Title

Telephone Number

\_\_\_\_\_

Signature

## NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

### CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally

uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**EXHIBIT I**

**NON-COLLUSION DECLARATION**

I, \_\_\_\_\_, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_

Date

\_\_\_\_\_

Name of Vendor

\_\_\_\_\_

Printed Name of Authorized Company Representative

\_\_\_\_\_

Signature of Authorized Company Representative

## EXHIBIT J

### PIGGYBACK CLAUSE

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

**Acceptance or rejection of this clause will not affect the outcome of this bid.**

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted                     YES

Option Granted                     NO

**EXHIBIT K**

**Authorized Vendor Signature**

**Prime Point of Contact**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

---

|      |                 |                    |
|------|-----------------|--------------------|
| Date | Signature/Title | Type or Print Name |
|------|-----------------|--------------------|

---

|                 |         |                |
|-----------------|---------|----------------|
| Name of Company | Address | City and State |
|-----------------|---------|----------------|

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|           |             |       |
|-----------|-------------|-------|
| Area Code | Telephone # | Fax # |
|-----------|-------------|-------|

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\_\_\_\_\_

Federal Tax ID Number

## EXHIBIT L

### **Data Request - OUSD Data Privacy and Management Agreement**

To submit a qualified proposal for RFP Bid No. \_\_\_\_\_, \_\_\_\_\_ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

**TRANSFER OF DATA:** OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

**PERIOD OF AGREEMENT:** This Agreement shall be effective when signed by both parties, and will terminate on [02/12/2020] unless terminated earlier by OUSD.

#### **Bidder agrees to the following confidentiality statements:**

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates \_\_\_\_\_ (name of bidder’s officer), \_\_\_\_\_ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

## **LIABILITY**

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

**TERMINATION**

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder’s proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder’s proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

**GENERAL UNDERSTANDING**

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

**Proposer:**

\_\_\_\_\_  
Name of Proposer’s Signee

Date: \_\_\_\_\_

\_\_\_\_\_

# COVID Vaccinations and Testing Services for Oakland Unified School District

PROPOSAL # 21-116CSSS

4/21/22

Presented By:



**Contact:**

Rattanaphorn Saefung-Fanger  
Chief Executive Officer  
[rattanas@hrsupportpros.com](mailto:rattanas@hrsupportpros.com)

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## EXECUTIVE SUMMARY

HR Support Inc. offers no or low-cost COVID-19 testing and vaccination services to schools, local, and state government agencies across the United States. To date, our company has provided over 5 million COVID-19 tests and 750,000 vaccinations at over 6,500 large and small-scale sites in the States of Illinois and California.

In California, we've worked in 15+ schools that are central to communities in the San Joaquin Valley and Peninsula for access to testing and vaccinations. We also have served over 150 Medically Underserved Areas, as identified by the State of Illinois, including schools to increase access for children/families across the State's 160 school districts. These considerations also reach into our

community relationships and outreach, for example, our in-house call center that assists patients with scheduling appointments. To best serve the communities in which we work, HR Support is committed to providing culturally and linguistically appropriate services.

Our logistical infrastructure regularly transports and refrigerates Pfizer, Moderna, as well as Janssen vaccines. Our staff picks up vaccines from a centralized location (such as a hospital or health department) and maintains a strict chain of custody throughout the vaccine's lifecycle. Furthermore, as an FDA medical device and materials importer, HR Support's logistics and supply network extend to include the procurement and distribution of test kits, PPE, syringes, needles, etc.

HR Support offers flexible site design, compatible and safe for both indoor and outdoor operations. Test/Vaccination sites can be scaled up & down depending on the number of participants expected. Our staff is trained in and experienced with collecting patient information in a safe and compliant way via Primary's platform. Demographic, contact, and clinical information is collected, stored, and reported as required for laboratory processing and/or in accordance with local, state, and federal laws.

We hire, train, and supervise a local (Oakland or Alameda County residents) workforce of licensed healthcare personnel including, nurse practitioners, registered nurses, certified nursing assistants, medical assistants, and phlebotomists to provide our vaccinations, testing, and clinical oversight. To support our clinical teams, we also locally staff logistics positions such as greeters, data entry, and drivers.

HR Support's team has over 32 years of experience assisting medical facilities with medical staffing and logistics during emergency situations throughout the country. Our nationwide database of health professionals, experience operating COVID-19 vaccination/testing sites, increasing access for communities that are underserved, and implementing effective clinical protocols, make us the most qualified and safest choice for any vaccination/testing project.



**HRS Vaccine + Testing Site: Stockton, CA  
American Legion of Honor Post 16**

## SCOPE OF SERVICE

HR Support will provide all staffing, administration, and programmatic oversight required to conduct COVID testing, COVID vaccinations, influenza and other vaccinations at OUSD schools and other sites. HR Support has demonstrated its ability to serve multiple school sites, school levels, and ages (adults and students in preschool/pre-k, elementary, middle, and high school) by servicing all charter schools in Oakland since October 2021 and Stockton Unified School District since October 2020 as well as all 160 school districts across the State of Illinois.

For this testing/vaccination project with OUSD, we are offering our services 7 days a week, 365 days a year including flexible hours on evenings, nights, and/or weekends. We can offer 20 sites per day which would allow the 100 schools/other sites in OUSD to test 1x week on an ongoing basis. Our teams of medical professionals and support staff work 8 hours/day and 40 hours/week. To maintain our professional workforce, we require staff to be scheduled on a full-time basis (8hrs/day & 40 hours/week). Our flexibility allows for staff to work during the day, evenings, during school weeks, or on weekends.

We do not have any restrictions on the age of the populations we test/vaccinate (as appropriate). We can offer PCR and Rapid COVID testing, all 3 COVID vaccines, influenza, and many other vaccines. Our base rates and teams can accommodate testing/vaccination volumes of 1-100 tests/vaccines per 8 hr day. We can do more than 100 tests/vaccines within the 8 hrs if we add more staff. Similarly, we can provide (for example) 100 tests/vaccines in less than 8 hrs if we add more staff too.

HR Support is an Alameda County vaccines provider and our CAIR2 ID is: DE-012084 (for Osita Health Clinic who provides our NPI# and ordering). We can provide our own consent form, use the County vaccine form through CAIR, or utilize the consent form in Primary.Health's vaccine dashboard.

## Subcontractors

HR Support has worked alongside Osita Health Clinic of Oakland since the onset of the pandemic to increase access to testing and vaccinations. Its owner, Nurse Practitioner, Christiana Umeh, is our ordering provider and Osita is also a local minority- and woman-owned business. Osita Health Clinic has not only been integral in our efforts to bring critical COVID services to Oakland residents but, also provides primary healthcare for persons who are uninsured.

HR Support has been working in conjunction with an Oakland-based local business, A Ohana Care, that currently works under our COVID testing/vaccine model and clinical protocols to bring PCR testing into OUSD's after-school programs. A Ohana Care is a minority- and woman-owned business that will serve as one of our subcontractors on this project.

Similarly, HR Support has worked extensively with Primary.Health on school testing in California and Illinois. In this project, we will also be proposing Primary as a subcontractor to provide rapid test kits and the dashboard for vaccinations (as well as its testing dashboard per the RFP instructions).

Finally, for our PCR testing and laboratory processing, we would be working alongside Fulgent Genetics, a high-complexity molecular diagnostics corporation with CLIA-certified and CAP-accredited laboratories in both Houston, Texas, and Los Angeles, California. Please find more info about all of our subcontractors in the Company History section.

## Site Design

HR Support offers flexible site design, compatible and safe for both indoor and outdoor operations. The site design and workflow are fully compliant with CDC record keeping and clinical guidelines. HR Support has extensive experience serving multiple school sites, school levels, and ages. We have served over 160 districts in the State of Illinois and managed up to 266 unique school sites each day.

The exact layout of the site (walk-up and drive-up) may be dependent on the site location and can be scaled up & down depending on the number of participants expected. Based on the size and layout of the site locations we have accommodated daily volumes of up to 3,000 vaccinations/tests per site per day. HR Support's existing COVID-19 testing and vaccine sites are always equipped with Wi-Fi hotspots, tents, tables, chairs, generators, heaters, signage, as well as supplies such as hand sanitizer, disinfectant, sharp bins, biohazard waste bags, etc.

We have a system that enables us to put the sites up in a short amount of time and take them down at the end of each day. These sites can be moved easily from location to location, even daily if needed. Our experience has shown us that new sites attract a lot of traffic the first few weeks and then the traffic levels off at about three weeks and diminishes into the fourth week and beyond making it prudent to move the sites every three to four weeks.

## Hiring, Training, and Supervising

The project coordinators and points of contact for OUSD under this project will be Elizabeth Malekamu, owner of A Ohana Care who is currently providing after-school PCR testing for OUSD on behalf of HR Support. Additionally, Mario Yovkov, COO of HR Support will be a main point person. Both Elizabeth and Mario will be available anytime to communicate with OUSD and ensure excellence in testing and vaccinations across the project. Elizabeth is an Oakland native; she attended and graduated from Brookfield Elementary School, Montclair Elementary School, Montera Middle School, and Skyline High School. Elizabeth is a known leader in the Oakland community, and we are fortunate to have her as a part of HR Support's COVID testing/vaccinations team. Please see the Company Histories section for more info.

HR Support has the distinct advantage of employing a workforce with extensive experience in COVID-19 safety and clinical protocols developed under years of experience. Once healthcare personnel is pulled from our standby lists to begin work, the staff is expected to participate in training modules, videos, and Zoom sessions as well as on-site training where they can receive hands-on training. HR Support consistently leverages its experience working with large groups of staff and has even Zoom trained over 300 people at one time for rapid deployment in critical areas of need.

The workforce employed for this project consists of qualified nurse practitioners that are on-site for the duration of operations, supervising and advising participants and staff including maintaining familiarity with test kit/vaccine product specifics. Nurse practitioners are also responsible for training clinical staff about responding to anaphylaxis and initiating a needed medical emergency response 9-1-1. Medical assistants verify the information and administer the vaccines to the participants. Greeters create an informed and professional environment for new participants. Data Entry staff assists with vaccination and testing registration in full compliance with CDC reporting standards. Project coordinators are assigned to oversee staffing plans, project schedules, workflow diagrams, risk management, budget management, and coordinating communication with all stakeholders.

The way HR Support successfully mitigates surge demand is threefold. First, through scheduling and therefore controlling the number of people on-site where the utilization of Primary's robust appointment and information systems will be key in maintaining the health and safety of the public and staff. Furthermore, HR Support's staff is cross-trained in different roles at every opportunity to allow teams to work synergistically during a surge. Lastly, HR Support's entire hiring model is based on maintaining its database of healthcare professionals that we have on an on-call list to deploy during surges. Lastly, HR Support's fleet of delivery vans can be deployed to any location to deliver vaccine doses, test kits, PPE, or other equipment as needed.

HR Support's staff is well versed in the FDA EUA guidelines and principles for both our testing and vaccination efforts. We uphold the highest standards of clinical safety from all our employees. HR Support only employs clinical staff that are properly licensed and trained in the areas in which they work. We also hire and maintain a licensed physician in the State of California to serve as the presiding provider overseeing the operations of our clinical teams.

## Proposed Schedule

What sets HR Support apart from other providers is our flexibility and tailored services to COVID testing, vaccinations, etc. for a variety of populations. Our proposed schedule can be adapted to meet the needs of all 100 of OUSD's schools/sites. Currently, we provide after school PCR COVID testing at the following locations and cadence: Every Monday @ Martin Luther King Jr Elementary 3pm - 6pm; Every Tuesday @ Oakland Tech High School 3pm - 6pm; Every Wednesday @ Laurel Elementary School 3pm - 6pm; Every Thursday @ Lakeview Elementary School 3pm - 6pm.

We propose recruiting and maintaining 20 teams that visit 1 site each per day. We can schedule our staff early in the morning or late at night, on the weekends, and weekdays. Our only stipulations are that our healthcare professionals are offered full-time schedules so we can provide them with sustainable employment and that individual teams are limited to no more than 2 sites/day. Seeing as we hire from within the community, this is especially sustainable for this project and OUSD. Furthermore, our robust database of local healthcare personnel allows us to offer our services 7 days/week, 365 days/year. Any number of configurations can be created to service the needs of OUSD. We are happy to set up at any site(s) OUSD sees the greatest needs for or we can create our own assignments. One such example can be seen below:

|  | Monday        | Tuesday   | Wednesday   | Thursday  | Friday  | Saturday  | Sunday        |
|--|---------------|---|---|---|---|---|---------------|
| <b>Teams 1-5</b><br>(Weekday Mornings)   | 6:30AM - 3PM  | 6:30AM - 3PM  | 6:30AM - 3PM  | 6:30AM - 3PM  | 6:30AM - 3PM  |   |               |
| <b>Teams 6-10</b><br>(Weekday Evenings)  | 12PM - 8:30PM | 12PM - 8:30PM   | 12PM - 8:30PM   | 12PM - 8:30PM   | 12PM - 8:30PM   |   |               |
| <b>Teams 11-15</b><br>(Weekend Mornings)   | 6:30AM - 3PM  |   |   | 6:30AM - 3PM  | 6:30AM - 3PM  | 6:30AM - 3PM  | 6:30AM - 3PM  |
| <b>Teams 15-17</b><br>(Weekend Evenings)   | 12PM - 8:30PM |   |   | 12PM - 8:30PM   | 12PM - 8:30PM   | 12PM - 8:30PM   | 12PM - 8:30PM |
| <b>Team 18</b><br><b>Custom:</b> AM Roving Site Team w/ 2 sites per day & 1 hr of travel time in between |               | <b>Site 1:</b> 6:30 - 10:30AM<br><b>Site 2:</b> 12PM - 3PM  | <b>Site 1:</b> 6:30 - 10:30AM<br><b>Site 2:</b> 12PM - 3PM  | <b>Site 1:</b> 6:30 - 10:30AM<br><b>Site 2:</b> 12PM - 3PM  | <b>Site 1:</b> 6:30 - 10:30AM<br><b>Site 2:</b> 12PM - 3PM  | <b>Site 1:</b> 6:30 - 10:30AM<br><b>Site 2:</b> 12PM - 3PM  |               |
| <b>Team 19</b><br><b>Custom:</b> PM Roving Site Team w/ 2 sites per day & 1 hr of travel time in between |               | <b>Site 1:</b> 12PM - 3:30PM<br><b>Site 2:</b> 5PM - 8:30PM | <b>Site 1:</b> 12PM - 3:30PM<br><b>Site 2:</b> 5PM - 8:30PM | <b>Site 1:</b> 12PM - 3:30PM<br><b>Site 2:</b> 5PM - 8:30PM | <b>Site 1:</b> 12PM - 3:30PM<br><b>Site 2:</b> 5PM - 8:30PM | <b>Site 1:</b> 12PM - 3:30PM<br><b>Site 2:</b> 5PM - 8:30PM |               |
| <b>Team 20</b><br><b>Custom</b>  | 6:30AM - 3PM  |   | 12PM - 8:30PM   |   | 6:30AM - 3PM  | 9AM - 5:30PM  | 9AM - 5:30PM  |

## Project Timeline

| PHASE | Activity Description                                    | DATES                     |
|-------|---|---------------------------|
| 1     | Notice of Contract Selection                            | Day 1                     |
| 2     | Staff Onboarding and Training Equipment Procurement     | Day 3-5                   |
| 3     | Distribution of Equipment, Begin Testing & Vaccinations | Day 6                     |
| 4     | *Semi-permanent Sites                                   | (5 Business Days' Notice) |
| 5     | *Mobile Vaccine Sites                                   | (48 Hours' Notice)        |
| 6     | Full Operational Capacity                               | TBD upon Contract Award   |

\* Once a location has been identified: mobile sites can be relocated with 24-hrs notice & semi-permanent sites can be relocated with 5 business days' notice.

## Vaccine Compatibility & Storage/Transport

Our logistical infrastructure is prepared to transport and refrigerate Pfizer, Moderna, and Janssen vaccines. In California, we pick up vaccines from a centralized point such as a hospital or local health department, log how many we pick up, and put them into a portable refrigerator/freezer that takes 12/24V DC from the vehicle's electric auxiliary outlet to 110 AC that holds temperatures from minus (-) 4° to 68° F. On-site refrigeration is also available at all sites; both portable and on-site freezers are equipped with digital temperature recording. The data involved in tracking this chain of custody and inventory will all be exported into a database (excel based) and used for reporting to counties, states, and the federal government in whatever frequency or configuration required.



**HRS COVIDBUSTER Buses**

## Administering COVID-19 Vaccines

HR Support has been preparing to distribute and administer the COVID vaccine since the onset of the pandemic. Our safety and clinical protocols and workflows have been developed alongside local health and emergency departments over the past year. Our teams of nurse practitioners and medical assistants are equipped with the knowledge and experience needed to administer the vaccine safely, including determining eligibility, screening for contraindications, maintaining familiarity with the vaccine products, preparing the vaccine per manufacturers' instructions, and responding to potential adverse reactions. Nurse practitioners in the field are responsible for reporting all adverse reactions that come to their attention directly into the VAERS e-system. The protocol for such responses also includes notifying the ordering physician.

On-site, medical assistants administering the vaccine will also verbally communicate the timeline for returning for a 2<sup>nd</sup> dose and stress the importance of taking the same brand of vaccine as the initial dose. HR Support has also administered influenza vaccines alongside its COVID vaccinations, and its staff has the qualifications to administer any others that OUSD identifies a need for.

Our site managers, data entry staff, and greeters have the logistics experience to help support these efforts of the medical staff and for the customers' experience including answering basic questions, providing information, and creating a comfortable environment. HR Support's robust phone system and call center make reminder calls and Primary send automatic emails that remind the patient about their upcoming appointment details.

## Procuring Specimens

BinaxNOW OTC and QuidelQuickVue OTC rapid test kits can be acquired through Primary.Health and PCR tests through Fulgent Genetics, a laboratory that is already integrated with Primary.

**Collection:** All specimens will be procured by licensed health professionals with proof of completed training in specimen collection or certification through an Accredited USA Certification Program, primarily phlebotomists. All clinical personnel are expected to be familiar with widely used sample collection modalities (i.e. venipuncture, "finger-prick", and nasal/oral swabbing), however, additional training will be provided to reinforce adherence to best practices as recommended by the State/ County and the Centers of Disease Control (CDC) and to address test-kit specific requirements.

**Preparation/Storage:** All unused specimen collection materials will be stored according to test kit manufacturer recommendations. As mechanical refrigeration may not be available at all sites, thermally insulated coolers filled with dry ice or reusable ice packs will be used to store collected samples and materials that require refrigeration. Thermometers will be included in each cooler so that staff can monitor and maintain proper temperatures. To avoid cross-contamination, separate coolers will be used to store unused sample tubes and collected specimens. Specimens will be kept cool (2-8°C) promptly after collection.

**Transportation (PCR Only):** At the end of the testing day, all collected samples will be sealed in a larger biohazard bag, which will then be disinfected so that it is safe to handle. The bag will then be placed on top of the frozen ice pack(s) in a reusable transport cooler with a sealable lid. The cooler will be disinfected so that it is safe to handle by the designated courier staff and laboratory staff. Courier staff will transport the package to the courier or designated laboratory within 4 hours of the closing of the testing site.

## Safety Protocols

Written clinical protocols and procedures for the safety of staff and clients have been developed over the past year to ensure appropriate responses to emergencies and that PPE is being used effectively. Our experienced clinical teams are trained to a high standard with regards to the use of PPE and universal precautions as a part of their background education and as they utilize PPE daily in their typical duties. As a part of our clinical and safety protocols, quality control measures are integral to understanding the unique requirements of any COVID test kit or brand of vaccine.

For vaccines, on-site safety protocols are in place for anaphylactic reactions and other medical emergencies. At least one nurse practitioner is always on-site to address participants' medical concerns or questions regarding the vaccine and/or testing. The safety protocol mandates that any staff member shall report any unusual reaction from participants to the nurse practitioner. The nurse practitioner should have epinephrine pens, pulse oximeters, and other emergency medical equipment at their disposal to aid in any adverse reaction and contact local medical services if deemed necessary.

## Obtaining PPE/Materials

HR Support is a medical device and materials importer, licensed with the FDA. The company has supply channels both domestically and internationally, which makes obtaining the necessary PPE seamless and timely. PPE is kept at HR Support's corporate warehouses and is shipped to local warehouses using a "hub and spoke" model. Supplies such as syringes, needles, etc. are delivered to urban and rural sites on a routine schedule. All HR Support sites will receive weekly deliveries from our delivery vans. These vans will also be on call to deliver PPE, vaccines, test kits, or other materials to sites if they run low on supplies.

BinaxNOW OTC and QuidelQuickVue OTC rapid test kits can be procured through Primary.Health at a rate of \$14/test and PCR tests can be acquired through our laboratory partner Fulgent Genetics (already integrated with Primary) at \$55/test including processing fees and shipping fees only if more than 20 tests are shipped (see budget worksheet for more info). Vaccines will be ordered through MyTurn for free.

## Registration, Data Collection, Tracking, and Submission

HR Support has partnered with Primary.Health for school COVID testing across California and Illinois. We work exceedingly well together to bring a comprehensive package to the table including staffing, programming, management, technology, and reporting. For PCR Testing, HR Support is proposing use of Fulgent Genetics, a high-complexity molecular diagnostics corporation, who are already integrated with Primary's platform. However, HR Support is able to use any lab OUSD prefers so long as they can be integrated with Primary's platform according to Primary's fee schedule. As for vaccinations, we have included in our pricing as well as the option to use Primary's platform for reporting while still benefiting from the State's streamlined MyTurn platform. HR Support is an Alameda County vaccination provider, and our ordering provider is nurse practitioner, Christiana Umeh, at Osita Health Clinic (CAIR2 ID # DE-012084).

We support the use of Primary's platform across testing and vaccinations where OUSD staff, students, and their families can access the necessary consent forms (parental consent is only needed for children aged 12 and under), eligibility questionnaires, and 1<sup>st</sup>/2<sup>nd</sup> dose/ booster registration portal in preparation for their visit. Our staff will collect demographic and contact information (including age, date of birth, gender, race or ethnic category, telephone number, e-mail, home address, work address, work telephone number, etc.) – plus insurance information, if offered by the participant. No participants will be required to provide any insurance information to reduce barriers to testing/vaccines. Reporting data to The County and The State is handled through Primary's integrated platform.

HR Support has been using the MyTurn database for over a year to schedule vaccination events, register participants, order vaccines, track inventory, obtain consent, track patient data, and report appropriate information. We also offer the use of Primary's vaccine dashboard to collect and store individuals' information including consent forms that are shared across their testing dashboard. We believe this one-stop option would be of benefit to OUSD. However, we are also able to only use MyTurn for everything related to the vaccine if preferred.

## School and Community Relationships

In all of our past projects, we've provided marketing materials to encourage students, their families, and the community to get tested and get vaccinated. Through print media, social media, and preexisting community channels we've driven traffic to our sites and brought people together at the same time. By creating materials in multiple languages, reducing the barriers of digital literacy through walk-up services, and tailoring our messaging to different age groups – we are confident in our abilities to bring OUSD staff, individual school communities, and the community at large to our testing/vaccination events. We treasure our school/district relationships because schools have always been a community landmark where essential services can be sought out. We have seen tremendous success with our school sites both in Illinois and California like a deep-rooted tree in the eye of an otherwise chaotic storm of COVID uncertainty.

HR Support only employs individuals that meet our core values of providing quality care with compassion and concern. It is our mission to serve every participant regardless of disability, age, mobility, etc. Wheelchairs are available on-site and our greeters are tasked with assisting those who are disabled or have mobility challenges such as patients who are elderly. Our on-site interpreter services are accessible through our tablets and internet access.

## Student and Family Outreach

For this project, we are happy to discuss what kinds of outreach would best serve the diverse OUSD communities (print, online, by phone, etc.) and make this a cornerstone of our efforts to increase access to COVID testing, COVID vaccinations, influenza vaccinations, and more. Our largest outreach campaigns in California have been for San Mateo and Alameda County, both for homebound vaccinations and testing. This is a unique population of individuals who are unable to travel to a testing site and served as an important project for the Company because we got to work towards our mission of serving the underserved (in our own backyard). The outreach for this project included calling and email campaigns to targeted individuals given to us by San Mateo Emergency Services / Aging and Adult Care. In Alameda County, we cold-called long-term care facilities and targeted consumer lists. In the end, we reached out to tens of thousands of individuals with high risks of infection or barriers to services and vaccinated/tested several thousands of them.

As a part of this COVID-19 testing/vaccination program, we plan to focus on the things that we can do with passion by providing vaccinations and COVID testing to all the population. Our ideals are to be part of a collective force, creating lasting justice and equality through medical services. There should be no strangers, no foreigners, no rich or poor. We will not turn away from those who need us most. In the past, HR Support has worked at homeless shelters, and migrant workers' camps, making it both safe and convenient to test regardless of immigration/socioracial standing. We have established relationships with faith-based community organizations and worked side-by-side with volunteers during food drives for the hungry and provided access to basic human services. As we work towards lasting justice and equality, this is a clarion call to deal justly with all.

## Language Access Plan

HR Support has experience working with medical needs in locations with populations having a wide range of language backgrounds. We will address language barriers by distributing information in the area's prevalent languages, using our onsite tablets with internet access to Language Access Line translators, and by staffing members of a site team who are bilingual in the relevant languages used in a community. Written instructions will be available to people who are deaf or hard of hearing.

## Customer Service

HR Support uses Five-9, a robust cloud contact center software, and a toll-free hotline that provides customer service including the ability to assist individuals with registration who may not have an email address or access to a computer/internet for their appointments. The hotline is available Monday-Friday 7:00 AM - 7:00 PM and Saturday/Sunday 7:00 AM - 5:00 PM CST. Our sophisticated phone system routes calls to the appropriate call group and gives the agent an immediate pop-up screen including the participants' data, contact information, patient demographics, COVID-19 vaccine history, and schedules.

## Budget Narrative

We are providing several options for OUSD to review and decide on what would work best for the diverse needs of your communities. Our 'base rate' for labor is shown on Exhibit C "Proposal Price Form" and includes staffing, administration, and programmatic oversight required to conduct COVID testing and vaccinations, influenza, and any other vaccinations needed. Because our understanding is that OUSD prefers most tests to be rapid tests, the budget worksheet (see Appendix) shows totals only for the rapid test 'base rate' by the hour, by day, for 20 proposed sites per day, week, month, and year. It is important to note that our 'base rates' for labor can only accommodate volumes for up to 100 tests in an 8hr day. However, if there is a need for increased volume or the same volume (<101) within a shorter timeframe, our 'base rate' will increase as follows. For example, if the need is 101-200 tests within 8 hrs, our 'base rate' will double to meet this need. Similarly, if the need is to do 100 tests within a 4hrs, the 'base rate' doubles seeing as we need twice as many people to accomplish this task.

Next, we've detailed the cost per rapid test based on our conversations with Primary about providing the tests. Primary offers BinaxNOW OTC and QuidelQuickVue OTC rapid test kits at a rate of \$14/test. This rate excludes the costs associated with using their platform and does not include the \$1-2 per test software fee regardless of where the tests come from. Our assumption is that if OUSD is maintaining its agreement with Primary to cover the cost of their technology platform, then OUSD will also continue to pay for the test software fees and we do not need to include this in our budget proposal. Totals for 100 tests/8hr day plus the 'base rate' for labor are totaled by day, for all 20 proposed sites per day, week, month, and year on the Budget Worksheet in the Appendix.

For PCR testing, our 'base rate' for labor/overhead costs remains the same and we've added the \$55/test quoted by Fulgent Genetics which includes overnight weekday shipping for 20 tests or more per shipment. An additional \$25/shipment applies if there are less than 20 tests in the courier box/bag.

Assuming the OUSD will not be using PCR tests often, these costs remain outside of the total budget. PCR testing services/costs can easily be added to the overall budget on an ad hoc basis as determined by the OUSD. We suggest PCR tests are added on as per test or per diem.

As for vaccinations, our staffing, administration, and programmatic oversight costs increases with the need for 1 Nurse Practitioner/Physician Assistant, 4 Vaccinators/Data, and 1 Manager per site, per 100 vaccinations, per 8 hr day. This rate has been provided per hour and per day on the Budget Worksheet. Similar increases apply to more than 100 vaccines per 8hr day or >100 vaccines in less than an 8hr day. These increases are as follows:

- For vaccine volumes 101-200 in an 8 hr day = \$650.00/hr
  - 1 NP/PA = \$110/hr, 8 MAs/Phlebs/Data = \$60/hr, & 1 Manager = \$60/hr
- For vaccine volumes 201-300 in an 8 hr day = \$1,000.00/hr
  - 2 NP/PA = \$110/hr, 12 MAs/Phlebs/Data = \$60/hr, & 1 Manager = \$60/hr

Assuming OUSD will not be vaccinating participants on a daily/weekly/annual basis, these costs remain outside of the total budget. Vaccination services/costs can easily be added on an ad hoc basis as determined by OUSD. We suggest vaccination services are added on per diem.

We are also offering to use Primary's additional vaccine dashboard to collect and store individuals' information including consent forms that are shared across their testing dashboard. Primary's vaccine platform allows administrators to receive access to program data in summary dashboards including total tests and vaccinations per week by population type, location, and service type. Reports are downloadable and delivered on a cadence determined by the client, most often daily or weekly. For program monitoring, designated administrators will have access to the administrative view of the platform to view summary dashboards, line-level results, and case reports. The fee for Primary.Health's vaccine dashboard is an additional \$18/testing hour (see the Budget Worksheet). We believe this to be a one-stop-shop and therefore of benefit for OUSD. However, we are also able to only use MyTurn for everything related to the vaccine if OUSD prefers.

## OUR QUALIFICATIONS, CAPACITY, AND EXPERIENCE

In March of 2020, HR Support set up and ran a 14 site COVID-19 specimen collection study for the University of Southern California, and in partnership with the health departments of Los Angeles County, the cities of Whittier, Redondo Beach, Pacoma, Monrovia, Lancaster, Lakewood and Antelope Valley. This is also when we teamed up with Osita Health Clinic to serve those who experience barriers to basic healthcare and COVID services, in our own backyard of Alameda County.

In June of 2020, HR Support was contracted by the State of Illinois to take over 10 of their COVID-19 community testing sites, run by the National Guard, and to set up 6 mobile sites and operate 6 facility teams to do COVID-19 testing at elderly care centers, businesses, universities, a local airport, jails, and prisons. Even when our testing numbers doubled in November 2020, as extreme weather conditions set in and with national record-breaking turnouts, we prevailed in identifying positive cases for the State. In one such instance, we performed up to 2,400 individual COVID-19 tests at one of our sites in a single day. Since June, HR Support has served over 150 rural or Medically Underserved Areas (MUA) across the State. Once the vaccine became available, the Illinois Department of Emergency Management and Public Health chose HR Support to lead their vaccinations logistics too.

HR Support independently and in conjunction with government and other organizations, opened 21 semi-permanent COVID-19 in California in April of 2020, and HR Support continues to operate these sites. In October 2020, HR Support on its own initiative focused on increasing access to COVID-19 services to the underserved residents in major metropolitan areas and in the Central Valley of California (which contains a high population of migrant workers) making it both safe and convenient to test regardless of immigration or socioracial experience. HR Support has also worked closely with the University of Southern California, businesses, counties, and non-profit organizations to test residents across the state. In San Mateo County, we've worked in migrant and farming communities to reach even the most remote areas of the county including conducting outreach and individually vaccinating thousands of residents who are homebound. We are currently contracted with Alameda County for similar efforts.

Since the beginning of January 2021, HR Support has been using its existing COVID-19 testing infrastructure to facilitate vaccine administration in existing service areas. By February 2021, when the vaccines became available, HR Support had already been planning staffing, logistics, and partnerships with local health departments. We thrived in navigating the tumultuous rollout of vaccines in population tiers and continued to focus our efforts in areas that are underserved. In working with Blue Shield, which was contracted by The State of California to oversee the vaccine distribution, we received weekly kudos from our



**HRS Vaccine + Testing Site: Stockton, CA  
American Legion of Honor Post 16**

Blue Shield representative for our consistent work in Healthy Places Index Quartile 1 & 2. In early 2021, we initiated an internal campaign to partner with local faith-based churches in Oakland's HPI Q1 & Q2 zip codes to tap into their networks and bridge the gap between vaccine/testing services and the community members.

By September 2021, we contracted with Alameda County (HCSA-0221) to provide vaccinations and testing to residents who were homebound including long-term care facilities and their caregivers/families. We have seen firsthand the importance of flexibility and willingness to go wherever the need is greatest. This is a core value and competency of HR Support as demonstrated by our testing throughout the Central Valley of California and across the State of Illinois.

To date, our company has provided over 5 million COVID-19 tests and 750,000 vaccinations at over 6,500 large and small-scale sites throughout the country. We've primarily worked in California, Illinois, and Washington, DC at schools, county offices, behavioral health facilities, long-term care centers, and community/mobile (indoor and outdoor) sites. We have active contracts with states, counties, universities, nonprofit organizations, for-profit companies, and government agencies/ facilities for both our vaccination and/or testing services. HR Support currently manages more than 200 static/mobile testing and vaccine sites 7 days/week in rural and urban areas across the country. Based on the size and layout of the site locations we have accommodated daily volumes of up to 3,000 vaccinations/tests per site per day.

## Our Approach

1. Set up mobile or community vaccine/testing sites and teams
2. Mobilize, manage, and handle the oversight and payroll for healthcare and support staff
3. Offer Rapid or PCR and all 3 COVID-19 vaccines plus influenza and any others
4. Implementing our safe and efficient clinical protocols
5. Recording participant information in compliance with county, state, and CDCs requirements
6. Provide scheduling assistance for COVID vaccination/testing appointments
7. Administering tests, delivering specimens to the lab when applicable, and ensuring results reporting
8. Administering 1<sup>st</sup> doses and notifying participants to return for their 2<sup>nd</sup> dose vaccine
9. Reporting any adverse events in compliance with the Vaccine Adverse Event Reporting System

## COMPANY HISTORIES

### HR Support

The HR Support team collectively has over 32 years of experience assisting medical facilities during emergency situations throughout the country. Our database of health professionals across the country, and decades of experience with emergency medical staffing and logistics, make us uniquely positioned to help with any testing and/or vaccination project.

**Chief Executive Officer, Rattanaphorn Saefung-Fanger:** Mrs. Saefung-Fanger is a woman, a minority, and is the co-founder of HR Support owning 75% of the company. Mrs. Saefung-Fanger is a healthcare professional that has over 10 years of healthcare management and recruiting experience. Mrs. Saefung-Fanger oversaw HR Support's recent recruitment of over 3,000 healthcare workers for the Illinois COVID-19 mobile, community, and facility testing site. She has extensive relationships and experience with procuring PPE from sources around the world. As CEO and the major shareholder of HR Support, she is focused on the safe, efficient, and reliable COVID-19 testing of participants in all the demographic areas in the US.

**Chief Operating Officer, Mario Yovkov:** Mr. Yovkov has overseen the logistics and mobilization of emergency healthcare personnel needed for numerous hospitals and hospital groups over the last 16 years. In the past, he has overseen the operations for the Illinois COVID-19 testing project that collects an average of 40,000 specimens weekly from participants throughout the State. He oversaw 4 regional managers and 35 managers that utilized over 450 employees to collect the specimens in over 22 test sites throughout the State of Illinois.

**Director, Gary Fanger:** Mr. Fanger has been in the healthcare business for over 32 years. He has overseen the mobilization and implementation of COVID-19 testing sites throughout California and Illinois. His companies have overseen emergency staffing of all the major hospitals and hospital groups in California, New York, Washington, Oregon and Minnesota.

**Evidence of Company Viability:** HR Support, Inc. deals countrywide in the setup of semi-permanent and pop-up sites for the administration of COVID-19 testing, and vaccines for COVID-19 and influenza. The Company has numerous active contracts and income streams in both California and Illinois. For example, in California, there are active accounts in the counties of San Joaquin, Fresno, San Mateo, and Alameda. And in Illinois, the Company has active contracts for the State of Illinois and all the Illinois schools (in partnership with Shields).

Through successful financial stability and management of the company, HR Support is in exemplary financial viability. The company is self-funded, and it has more than sufficient reserve funds to cover operating expenses, debt, and any other financial obligations with an additional margin of comfort. The concentration of credit risk: the Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents or accounts receivable. Please see Appendix for First Republic Bank Account Statement.

The Company is led by executives Rattanaphorn Saefung-Fanger and Mario Yovkov, who have both been with the Company since its inception. Mrs. Saefung-Fanger is co-founder and CEO. She established a Company-wide commitment to the health and well-being of our nation's citizens by assisting in COVID-19 testing and vaccine administration to curb the spread and eradicate this virus. Mr. Yovkov is Chief Operating Officer. He has previously overseen 4 regional managers and 80 managers that utilized over 1200 employees to collect COVID-19 specimens in over 30 test sites throughout the State of Illinois. Please see above for the Executive Team Biographies.

## Osita Health Clinic, Oakland CA

Osita Health Clinic was founded to address the growing need for an accessible, personalized, culturally appropriate, community center, and responsive health care in Oakland, California. Osita Health Clinic aims to eliminate wide health disparities and improve health outcomes for uninsured and low-income residents of East Oakland. Founded in 2019, Osita Health Clinic is a minority- and woman-owned and operated primary care clinic dedicated to improving the status of health of East Bay residents. Osita Health Clinic implements its mission by providing high-quality, comprehensive, and culturally appropriate healthcare by implementing direct service models to increase access to care and thereby prevent the need.

*Local Small Business Certificate is still in process [# 6035425] due to the City's severe backlog*

## Primary.Health

Primary.Health is a HIPAA-compliant software platform that organizes, streamlines, and automates cost-effective COVID-19 testing and vaccination programs at scale. Primary is the engine behind 800+ test sites and 200+ vaccination sites across 15 states. We have extensive experience across all site types, including statewide, community, K12 schools, drive-through, and mobile testing and vaccinations.

## A Ohana Care

A Ohana Care brings Hawaii to California. With the most graceful and loving care in your very own home or in our home. We are a family-oriented company that put our client first. Owned by sisters, Elizabeth Malekamu and Mary Malekamu, born and raised in Oakland, California with a passion to help those in need. Our caregiver service Head Quarter is based in Oakland, CA and serves all over Bay Area. We strive to serve our community and give back to our fellow neighbors, family, and friends of Oakland.

*Local Small Business Certificate is still in process [# 6033616] due to the City's severe backlog*

## Fulgent Genetics

Fulgent Genetics is a high-complexity molecular diagnostics corporation with CLIA-certified and CAP-accredited laboratories in both Houston, Texas, and Los Angeles, California. We received FDA Emergency Use Authorization (EUA200156) in May 2020 for RT-PCR detection of SARS-CoV-2 nucleic acid and have since processed more than 15,000,000 tests. Fulgent has developed specialized, user-friendly platforms to accommodate diverse testing needs. Fulgent has significant experience coordinating large-scale COVID-19 testing programs for schools, skilled nursing facilities, counties, states, businesses, and underserved communities. We also partner with many county and state governments to support mobile, pop-up, drive-through, kiosk, and at-home testing.

## APPENDIX

### Budget Worksheet

### First Republic Bank Account Statement

### Exhibits A - L

**BUDGET WORKSHEET**

|  | <b>Rapid Testing</b><br><i>&lt;100 / 8 hr day</i>          | <i>Subtotal</i> |
|--|--|-----------------|
| <i>*Labor &amp; Overhead<br/>'Base Rate'</i> | Total Hourly Cost = \$120/hr<br><br>2 Phleb/Data = \$60/hr | \$960.00        |
| <i>Test Kits/ Lab Processing</i>             | \$14/test  | \$1,400.00      |
| <i>Technology Fees</i>                       | \$1.50/test  | \$0.00          |
| <i>Shipping</i>                              | N/A  | -               |

|   | <b>Labor+Test Costs</b> | <b>Labor Only</b> |
|---|-------------------------|-------------------|
| <b>SUBTOTAL PER DAY</b><br>(8hr day, < 101 tests)   | \$2,360.00              | \$960.00          |
| <b>SUBTOTAL PER DAY</b><br>(x20 teams, < 101 tests) | \$47,200.00             | \$19,200.00       |

| >>><br>TOTALS for<br><b>Rapid Testing</b><br>ONLY<br>>>> | <b>TOTAL Labor+Test Costs</b>    | <b>TOTAL Labor Only</b> |                |
|--|----------------------------------|-------------------------|----------------|
|  | TOTAL PER WEEK<br>5 days/week    | \$236,000.00            | \$96,000.00    |
|  | TOTAL PER MONTH<br>20 days/month | \$944,000.00            | \$384,000.00   |
|  | TOTAL PER YEAR<br>12 months/year | \$11,328,000.00         | \$4,608,000.00 |

\*\*ALL SERVICES CAN BE PROVIDED FOR AT NO COST WHEN BILLING INSURANCE

*\*Labor costs reflect daily volumes of 1-100 tests/vaccines per 8hr day. For daily volumes that exceed 100, 200, 300, etc. labor costs would increase respectively. See proposal.*

**BUDGET WORKSHEET**

|  | <u>PCR Testing</u><br><100 / 8 hr day                  | <i>Subtotal</i> | <u>Vaccinations</u><br><100 / 8hr day  | <i>Subtotal</i> |
|--|--|-----------------|--|-----------------|
| <i>*Labor &amp; Overhead 'Base Rate'</i> | Total Hourly Cost = \$120/hr<br>2 Phleb/Data = \$60/hr | \$960.00        | Total Hourly Costs = \$410/hr<br>1 NP/PA = \$110/hr<br>4 MAs/Data = \$60/hr<br>1 Manager = \$60/hr | \$3,280.00      |
| <i>Test Kits/ Lab Processing</i>         | \$55/test  | \$5,500.00      | N/A  | -               |
| <i>Technology Fees</i>                   | \$1.50/test  | \$0.00          | \$18/hour  | \$144.00        |
| <i>Shipping</i>                          | >20 tests = \$0<br><20 tests = \$25                    | \$0.00          | N/A  | -               |

|  | <b>Labor+Test Costs</b> | <b>Labor Only</b> | <b>Labor+Tech Costs</b> | <b>Labor Only</b> |
|--|-------------------------|-------------------|-------------------------|-------------------|
| <b>SUBTOTAL PER DAY</b><br>(8hr day, < 101 volume) | <b>\$6,460.00</b>       | <b>\$960.00</b>   | <b>\$3,424.00</b>       | <b>\$3,280.00</b> |

| <b>PCR Testing</b>  | <b>Vaccinations</b>  |
|---|--|
| <p>Labor costs remain the same with an additional <b>+\$42 cost per test</b>. For shipping less than 20 tests a <b>+\$25/per shipment</b> overnight fee applies.</p> <p>Assuming the OUSD will not be using PCR often, these costs remain outside of the total budget. PCR testing services can easily be added to the budget on an ad hoc basis by OUSD. We suggest PCR tests are added on per test or per diem.</p> | <p>Labor costs increase due to increased staff needed to administer 100 vaccines per 8 hr day.</p> <p>Assuming OUSD will not be vaccinating on a daily/weekly basis, these costs will remain outside of the total budget. Vaccination services/costs can easily be added on an ad hoc basis as determined by the district. We suggest vaccination services are added per diem.</p> |

\*\*ALL SERVICES CAN BE PROVIDED FOR AT NO COST WHEN BILLING INSURANCE

*\*Labor costs reflect daily volumes of 1-100 tests/vaccines per 8hr day. For daily volumes that exceed 100, 200, 300, etc. labor costs would increase respectively. See proposal.*

**Account Statement**  
BUSINESS ANALYZED CHECKING



FIRST REPUBLIC BANK  
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Page 1 of 3

Statement Period: March 21, 2022-  
March 31, 2022

Account Number: XXXXXX24284

HR SUPPORT  
(RESERVE)  
18261 MADISON AVE  
CASTRO VALLEY, CA 94546-1633

**Account Summary**

XXXXXX24284

|                              |                       |                           |                |
|------------------------------|-----------------------|---------------------------|----------------|
| Beginning Balance            | \$0.00                | Average Daily Balance     | \$1,000,000.00 |
| Total Deposits and Credits   | \$1,000,000.00        | Minimum Balance           | \$1,000,000.00 |
| Total Withdrawals and Debits | \$0.00                | Service Charges           | \$0.00         |
| Total Checks Paid            | \$0.00                | Interest Paid This Period | \$0.00         |
| <b>Ending Balance</b>        | <b>\$1,000,000.00</b> | Interest Year to Date     | \$0.00         |

**Account Activity**

| Date                              | Description   | Amount                |
|-----------------------------------|---|-----------------------|
| <b>Deposits and Credits</b>       |   |                       |
| 03/21                             | INTERNET TRANSFER<br>FROM DDA# 80009279474<br>ON 03/21 AT 11:17 | \$1,000,000.00        |
| <b>Total Deposits and Credits</b> |   | <b>\$1,000,000.00</b> |

# Account Statement

BUSINESS ANALYZED CHECKING



FIRST REPUBLIC BANK  
It's a privilege to serve you®

Page 3 of 3

Statement Period: **March 21, 2022-**  
**March 31, 2022**

Account Number: **XXXXXX24284**

HR SUPPORT

## Fee Summary

|                          | Total For<br>This Period | Total<br>Year-to-Date |
|--------------------------|--------------------------|-----------------------|
| Total Overdraft Fees     | \$0.00                   | \$0.00                |
| Total Returned Item Fees | \$0.00                   | \$0.00                |

## Message

If you receive a call, text or email from a First Republic representative requesting the verification of your password, user ID, PIN, 3-digit CVV number, account number, card number or any other personal information, and you wish to validate the authenticity of the request, please hang up and contact our Client Care Center at (888) 408-0288.

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

**Exhibit A**

**Standard Form Response:**

**A. GENERAL INFORMATION**

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

HR Support, Inc. | 18261 Madison Avenue, Castro Valley, CA 94546 | POC: Rattana Saefung-Fanger

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2. Tel: 510-314-2525 Website: hrsupportpros.com Email: covidtesting@hrsupportpros.com

3. Is the Company a Certified Oakland Small Business? Yes  No

4. Type of Company: (check one)  
 Individual      Partnership       Corporation

5. Names and titles of all principals/officers/partners of the company:

| Name, Title                   | Location          | Phone Number   |
|-------------------------------|-------------------|----------------|
| Rattana Saefung-Fanger, CEO   | Castro Valley, CA | 510-314-2525   |
| Tuely Thardarson, Shareholder | Castro Valley, CA | (510) 363-0051 |
| <hr/>                         | <hr/>             | <hr/>          |

6. Point of Contact if Contract is Awarded:

| Name, Title                 | Location          | Phone Number |
|-----------------------------|-------------------|--------------|
| Rattana Saefung-Fanger, CEO | Castro Valley, CA | 510-314-2525 |
| <hr/>                       | <hr/>             | <hr/>        |
| <hr/>                       | <hr/>             | <hr/>        |
| <hr/>                       | <hr/>             | <hr/>        |

**B. LEGAL INFORMATION**

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes       No

If yes, provide the name of the school district or school and briefly detail the dispute.

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2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes       No

If yes, provide details including the name of the other party:

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3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes       No

If yes, provide details:

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4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes       No

If yes, provide details:

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**Exhibit B**

**References:**

To be submitted for each of the three to five (5) references required.

**Reference 1:**

Customer Name: Alameda County: Getting the Most out of Life & Care Partners

Contact Name: Wanda Ferguson

Title: Program Manager

Address: 7200 Bancroft Ave. Oakland, CA 94605

Phone Number: 510-577-3517

Email: wanda.ferguson2@acgov.org

Services Provided: COVID testing, community outreach, cultural competencies, language specific compassionate conversations, etc.

How satisfied were you with the services provided?

Excellent    Good    Average    Unsatisfactory

Was the project completed on time and within budget?

Yes, easy to work with, completes assignments ahead of schedule and within budget.

**Reference 2:**

Customer Name: The IKUNA Group

Contact Name: Taimani Lauti

Title: co-founder

Address: Oakland, CA

Phone Number: 510-289-2458

Email: tlauti@theikunagroup.org

Services Provided: COVID Testing

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

The project is ongoing, timely, and cost effective for our uninsured population

**Reference 3:**

Customer Name: Naperville 203 Community Unit School District

Contact Name: Patrick Nolten

Title: Assistant Superintendent For Assessment and Accountability

Address: 203 West Hillside Road, Naperville, Illinois 60540

Phone Number: 630-420-6551

Email: PNolten@Naperville203.org

Services Provided: COVID-19 Testing

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

The project is ongoing and up until this point the project is on track and on budget



incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: 

Date: 4/18/22

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither Rattanaphorn Saeung-Fanger nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 18th day of April [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By



(Signature)

Rattanaphorn Saefung-Fanger

Typed or Printed Name

CEO

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By

(Signature)

Typed or Printed Name

Title

**EXHIBIT G**  
**WORKERS COMPENSATION CERTIFICATE**

Labor Code § 3700

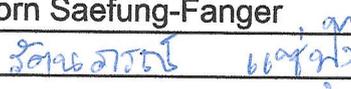
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: HR Support  
By Rattanaphorn Saefung-Fanger  
Signature of Authorized Signer   
Title of Signor CEO  
By Rattanaphorn Saefung-Fanger  
  
Signature of Authorized Signor  
CEO  
Title of Signor

**EXHIBIT H**

**FINGERPRINTING CERTIFICATION**

To the Governing Board of Oakland Unified School District

HR Support, acknowledge and certify as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Castro Valley, California, on 4 / 18 / 22

Rattanaphorn Saefung-Fanger

18261 Madison Avenue, Castro Valley, CA 94546

Typed or Printed Name

Address

CEO

(510)314-2525

Title

Telephone Number

รattanaphorn Saefung-Fanger  
9

Signature

EXHIBIT I

NON-COLLUSION DECLARATION

I, Rattanaphorn Saefung-Fanger, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

4/18/22

Date

HR Support

Name of Vendor

Rattanaphorn Saefung-Fanger

Printed Name of Authorized Company Representative

รattanาพอรณ สแอฟุงฟาง

Signature of Authorized Company Representative

**EXHIBIT J**

**PIGGYBACK CLAUSE**

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

**Acceptance or rejection of this clause will not affect the outcome of this bid.**

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted                     YES

Option Granted                     NO

**EXHIBIT K**

**Authorized Vendor Signature**

**Prime Point of Contact**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

|                 |   |                                  |
|-----------------|---|----------------------------------|
| 4/18/22         |  | CEO, Rattanaphorn Saefung-Fanger |
| Date            | Signature/Title   | Type or Print Name               |
| HR Support      | 18261 Madison Avenue, Castro Valley, CA 94546                                     |                                  |
| Name of Company | Address   | City and State                   |
| 510             | 314-2525  | (510) 856-5172                   |
| Area Code       | Telephone #   | Fax #                            |

843750220

---

Federal Tax ID Number

## EXHIBIT L

### Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. 21-116,  
\_\_\_\_\_ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

**TRANSFER OF DATA:** OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

**PERIOD OF AGREEMENT:** This Agreement shall be effective when signed by both parties, and will terminate on [02/12/2020] unless terminated earlier by OUSD.

#### **Bidder agrees to the following confidentiality statements:**

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates Rattana Saefung-Fanger (name of bidder’s officer), \_\_\_\_\_ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment



## DATA SHARING AGREEMENT 2022-2023

This Data Sharing Agreement ("Agreement") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the below named entity(ies) or individual(s) ("RECIPIENT," together with OUSD, "PARTIES"):

HR Support Inc.

The PARTIES hereby agree as follows:

1. **Limited Purpose of Agreement.** This Agreement pertains only to OUSD's transmission of data to RECIPIENT, and RECIPIENT's protection of such data. To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT's provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.
2. **Data to be Provided.** The Parties shall list the categories of data to be provided in the Schedule of Data, attached hereto as **Exhibit B**. The data categories listed in **Exhibit B**, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as OUSD Data.
3. **Term.**
  - a. This Agreement shall start on the below date ("Start Date"): July 1, 2022  
If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.
  - b. The work shall be completed no later than the below date ("End Date"): June 30, 2023  
If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. For OUSD Data transmitted as part of a research project approved by OUSD's Department of Research, Assessment, and Data ("RAD"), if the term is longer than one calendar year, be aware that you must obtain approval from RAD prior to extending the research project into the second and subsequent calendar years, and no data will be shared during the second and subsequent calendar years unless and until this approval is obtained.
4. **Family Educational Rights and Privacy Act.** OUSD data limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11) and OUSD Administrative Regulation 5125.1), or de-identified student information, as defined in 34 C.F.R. § 99.31(b), does not require completion of a data sharing agreement. For other student data, check any of the following that apply:

- OUSD Data includes personally identifiable information from a student record other than directory information. RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.
- OUSD Data includes personally identifiable information from a student record, and:

RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. § 99.31(a)(1)(i)(B).)

RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or State and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)

RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this Agreement by reference.

The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

5. **Privacy Compliance.** RECIPIENT shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children’s Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.
6. **Authorized Use.** OUSD Data, including persistent unique identifiers, shall be used for no purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
7. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.
8. **OUSD Data Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this Agreement is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original OUSD Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. RECIPIENT shall respond in a timely manner to OUSD’s request for OUSD Data in a pupil’s records held by RECIPIENT to view or correct as necessary.
10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this Agreement with respect to the data shared under the Agreement.

12. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this Agreement or any other Agreement identified in **Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this Agreement.
13. **No Re-identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement
14. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any OUSD Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.
15. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.
16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. RECIPIENT shall follow the following process:
  - a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
  - b. The security breach notification described above shall include, at a minimum, the following information:
    - (i) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - (ii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of

- the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
- (iii) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
  - (iv) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. RECIPIENT agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
  - e. RECIPIENT is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by OUSD. If OUSD requests RECIPIENT'S assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach not originating from OUSD's use of the Service.
17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
18. **Termination.**
- a. **For Convenience by OUSD.** OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
  - b. **Due to Unforeseen Emergency or Act of God.** Notwithstanding any other language of this Agreement, if there is an unforeseen emergency or Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may

terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
- d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

19. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

**OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 440  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

**RECIPIENT**

Name: Rattanaphorn Saefung - Fanger  
Title: CEO  
Address: 18261 Madison Avenue  
City, ST Zip: Castro Valley, CA 94546  
Phone: (510) 314-2525  
Email: [rattanas@hrsupportpors.com](mailto:rattanas@hrsupportpors.com)

*pros.com*

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

**20. Status.**

- a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. RECIPIENT shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to RECIPIENT's employees.
- b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:
  - (i) RECIPIENT is free from the control and direction of OUSD in connection with RECIPIENT's work;
  - (ii) RECIPIENT's work is outside the usual course of OUSD's business; and
  - (iii) RECIPIENT is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If RECIPIENT is a business entity, RECIPIENT verifies all of the following:
  - (i) RECIPIENT is free from the control and direction of OUSD in connection with the performance of the work;
  - (ii) RECIPIENT is providing services directly to OUSD rather than to customers of OUSD;
  - (iii) the contract between OUSD and RECIPIENT is in writing;
  - (iv) RECIPIENT has the required business license or business tax registration, if the work is performed in a jurisdiction that requires RECIPIENT to have a business license or business tax registration;
  - (v) RECIPIENT maintains a business location that is separate from the business or work location of OUSD;
  - (vi) RECIPIENT is customarily engaged in an independently established business of the same nature as that involved in the work performed;
  - (vii) RECIPIENT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
  - (viii) RECIPIENT advertises and holds itself out to the public as available to provide the same or similar services;

- (ix) RECIPIENT provides its own tools, vehicles, and equipment to perform the services;
  - (x) RECIPIENT can negotiate its own rates;
  - (xi) RECIPIENT can set its own hours and location of work; and
  - (xii) RECIPIENT is not performing the type of work for which a license from the Contractor’s State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.
21. **Certificates/ Permits/ Licenses/ Registration.** RECIPIENT’s employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
22. **Coronavirus/COVID-19.**
- a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
  - b. RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT (i) tests positive for COVID-19, or shows or reports symptoms consistent with COVID-19, and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
  - c. In addition of the requirements of subparagraph (b), RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
  - d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
23. **Assignment.** The obligations of RECIPIENT under this Agreement shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

24. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
25. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
26. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
27. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
28. **Conflict of Interest.**
- a. RECIPIENT shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
  - b. RECIPIENT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between RECIPIENT's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
  - c. Through its execution of this Agreement, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, RECIPIENT agrees it shall notify OUSD in writing.
29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, RECIPIENT certifies to the best of its knowledge

and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

30. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
31. **Indemnification.**
  - a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of RECIPIENT’s performance of this Agreement. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, RECIPIENT, or subcontractor furnishing work, services, or materials to RECIPIENT arising out of the performance of this Agreement. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.
  - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“RECIPIENT Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.
32. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this Agreement. RECIPIENT shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all records

and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT'S normal business hours, unless RECIPIENT otherwise consents.

33. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
34. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
35. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
36. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
37. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
38. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
39. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
40. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable

document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

41. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
  - c. Notwithstanding Paragraph 18, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it.
43. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**RECIPIENT**

Name: Rattanaphorn Saefung-Fanger

Signature: รattanaphorn saefung-fanger

Position: Chief Executive Officer

Date: 07/01/2022

**OUSD**

Name: Preston Thomas

Signature: [Handwritten Signature]

Position: Chief Systems and Services Officer

Date: 8/3/2022

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Sondra Aguilera

Signature: \_\_\_\_\_

Position: Acting Secretary, Board of Education

Date: \_\_\_\_\_

**Template approved as to form by OUSD Office of the General Counsel.**

## EXHIBIT A

**1) Anticipated Use of Data:** *Describe the purpose for which the Recipient seeks access to the OUSD Data identified in Exhibit B.*

For student outreach and support related to vaccination clinics and COVID-19 testing

**2) Description of Existing Agreements between OUSD and Recipient:** *To the extent that OUSD and Recipient have entered separate agreements imposing legal obligations in addition to data sharing, list their date, Enactment Number (if applicable), and a brief summary below. Include research applications in this list.*

Services Agreement, effective July 1, 2022 through June 30, 2023, regarding vaccination and COVID-19 testing services

**3) Site/Department to Provide Data (e.g., Research, Assessment, & Data Department, Tech Services Department, specific school site):**

Health and Wellness, students' school sites

**EXHIBIT B**

Please indicate each data element requested below.

| Category                        | Elements   | Check if Requested       |
|---------------------------------|--|--------------------------|
| Application Technology Metadata | IP Addresses of users, use of cookies, etc.                    | <input type="checkbox"/> |
| Application Use Statistics      | Metadata on user interaction with application                  | <input type="checkbox"/> |
| Assessment                      | SBAC results   | <input type="checkbox"/> |
|                                 | ELPAC results  | <input type="checkbox"/> |
|                                 | IAB Results  | <input type="checkbox"/> |
|                                 | Local benchmark assessment results                             | <input type="checkbox"/> |
| Attendance                      | Attendance rate  | <input type="checkbox"/> |
|                                 | Number of absences   | <input type="checkbox"/> |
| Communications                  | Online communications that are captured (emails, blog entries) | <input type="checkbox"/> |
| Conduct                         | Number of Suspensions  | <input type="checkbox"/> |
|                                 | Days suspended   | <input type="checkbox"/> |
| Demographics                    | Gender   | X                        |
|                                 | Race/Ethnicity   | X                        |
|                                 | Special ed. flag   | X                        |
|                                 | Home language  | X                        |
|                                 | Language proficiency   | X                        |
|                                 | Birth country  | X                        |
| Enrollment                      | School   | X                        |
|                                 | Grade level  | X                        |

|                                     |   |                          |
|-------------------------------------|---|--------------------------|
| Parent/Guardian Contact Information | Name                                    | X                        |
|                                     | Address                                 | X                        |
|                                     | Email                                   | X                        |
|                                     | Phone                                   | X                        |
| Schedule                            | Student scheduled courses               | <input type="checkbox"/> |
|                                     | Teacher names                           | <input type="checkbox"/> |
| Special Indicator                   | English language learner                | <input type="checkbox"/> |
|                                     | Title 1 flag (schoolwide)               | <input type="checkbox"/> |
| Student Contact Information         | Name                                    | X                        |
|                                     | Address                                 | X                        |
|                                     | Email                                   | X                        |
|                                     | Phone                                   | X                        |
| Local Identifiers                   | Local student ID number                 | X                        |
|                                     | Teacher ID number                       | <input type="checkbox"/> |
|                                     | State student ID number                 | <input type="checkbox"/> |
|                                     | Provider/App assigned student ID number | <input type="checkbox"/> |
|                                     | Student app username                    | <input type="checkbox"/> |
|                                     | Student app password(s)                 | <input type="checkbox"/> |
|                                     | Dummy identifiers                       | <input type="checkbox"/> |

|                |   |                          |
|----------------|---|--------------------------|
| Student Work   | Student generated content; writing, pictures etc. | <input type="checkbox"/> |
| Transcript     | Student course grades                             | <input type="checkbox"/> |
|                | Current year GPA                                  | <input type="checkbox"/> |
|                | Cumulative GPA                                    | <input type="checkbox"/> |
| Transportation | Student bus assignment                            | <input type="checkbox"/> |

|  |   |                          |
|--|---|--------------------------|
|  | Student pick up and/or drop off location  | <input type="checkbox"/> |
|  | Student bus card ID number  | <input type="checkbox"/> |
|  | Other information necessary for vaccination and COVID-19 testing outreach and support, including vaccination status | X                        |