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| Enactment Number | 21-1230 |
| Enactment Date | 6/30/21 er |



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date June 30, 2021

Subject Covid-19 Service Agreement – Vestra Labs LLC – Health and Wellness Unit – Community Schools and Student Services Department

Ask of the Board Ratification by the Board of Education of Covid-19 Service Agreement between the District and Vestra Labs LLC, Phoenix, AZ, for the latter to provide Covid-19 testing, which may include Polymerase Chain Reaction (PCR), Rapid Antigen, or Rapid Antibody testing, for the period May 21, 2021 through December 31, 2021, at no cost to the District.

Background Rapid, accurate testing is critical to the containment of Covid-19. Utilizing the most accurate testing available on the market today, Vestra Labs can efficiently process up to 45,000 tests per day, and deliver timely results within 24 to 48 hours.

Discussion On May 21, 2021, in an effort to maintain safe facilities for students and staff, District staff entered into an agreement with Vestra Labs LLC (Vestra) for Vestra to provide Covid-19 testing for students, families, and staff through December 31, 2021 at no cost to the District. You are now asked to ratify that agreement.

Fiscal Impact No Fiscal Impact

Attachment(s)

- Covid-19 Service Agreement

Covid-19 Service Agreement

**THIS AGREEMENT is made on May 21, 2021
BETWEEN**

1. Oakland Unified School District (the "client"); and
2. **Vestra Labs LLC**

collectively referred to as the "Parties".

The CLIENT wishes to be provided with the Services (defined below) by VESTRA LABS and VESTRA LABS agrees to provide the Services to the CLIENT on the terms and conditions of this Agreement.

1. Key Terms

1.1 Services

VESTRA LABS shall provide the following services ("Services") to the Client in accordance with the terms and conditions of this Agreement:

Covid 19 Collections, which may include PCR, Rapid Antigen, or Rapid Antibody testing.

1.2 Delivery of the Services

- a. **Start date: May 21, 2021**
- b. **Completion date: December 31, 2021**

1.3 Site

VESTRA LABS shall provide the Services at the following site(s):

Exact locations to be provided/determined by Oakland Unified School District, in partnership with Vestra and California Department of Public Health.

1.4 Price

- a. Services are provided at no cost to Oakland Unified School District.

2. General terms

2.1 Intellectual Property Rights

VESTRA LABS agrees to grant to the Client a non-exclusive, irrevocable, royalty free license to use, copy and modify any elements of the Material not specifically created for the Buyer as part of the Services. In respect of the Material specifically created for the Client as part of the Services, VESTRA LABS assigns the full title guarantee to the Client and any/all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. If any third-party intellectual property rights are used in the Material VESTRA LABS shall ensure that it has secured all necessary consents and approvals to use such third-party intellectual property rights for VESTRA LABS and the Client. For the purposes of this Clause 2.1, "Material" shall mean the materials, in whatever form, used by VESTRA LABS to provide the Services and the products, systems, programs or processes, in whatever form, produced by VESTRA LABS pursuant to this Agreement.

2.2 Warranty

- a. VESTRA LABS represents and warrants that:
 - i. it will perform the Services with reasonable care and skill; and
 - ii. the Services and the Materials provided by VESTRA LABS to the Buyer under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

2.3 Limitation of liability

- b. Subject to the Client's obligation to pay the Price to VESTRA LABS, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- c. To the extent it is lawful to exclude the following heads of loss and subject to the Client's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- d. Nothing in this Clause 2.3 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

2.5 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by VESTRA LABS, its employees, agents, or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

2.6 Confidentiality

To the extent that VESTRA LABS accesses confidential student information in connection with this agreement, including student records protected by the Family Education Rights and Privacy Act ("FERPA"), such access is authorized by 34 C.F.R. section 99.31(a)(1)(i)(B), as VESTRA LABS is serving as a contractor to whom the District has outsourced institutional services or functions. VESTRA LABS shall only access such information and records as is necessary to provide the services described in this agreement. VESTRA LABS shall maintain the confidentiality of such records and information in accordance with 34 C.F.R. section 99.30 et seq., and shall not disclose them except as required by federal or state law or court order, in which case VESTRA LABS will notify OUSD prior to disclosure.

Neither Party will use, copy, adapt, alter, or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

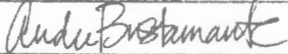
2.8 Miscellaneous

- a. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.
- c. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- d. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations, or understandings with respect hereto.
- f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion, or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.


- g. This Clause 2.8(g) and Clauses 2.3, 2.5, 2.6, 2.7 and 2.8 of this Agreement shall survive any termination or expiration.
- h. This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

3. **Amendments to existing clause:** N/A

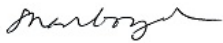
AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

SIGNED by (print): Andrea Bustamante
for and on behalf of
Oakland Unified School District 

Approved as to form by OUSD Staff Attorney Joanna Powell on 5/20/2021.

SIGNED by (print): Matt Nagelbush
for and on behalf of
VESTRA LABS LLC 

OAKLAND UNIFIED SCHOOL DISTRICT



7/1/2021

Shanthi Gonzales
President, Board of Education



7/1/2021

Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER Summit Insurance Advisors 5425 E Bell Rd Ste 103 Scottsdale AZ 85254 | | CONTACT NAME: Nicolas Campbell PHONE (A/C, No, Ext): 4802143544 E-MAIL ADDRESS: nic@sia23.com FAX (A/C, No): | |
| INSURED Vestra Labs, LLC 11036 N 23RD AVE PHOENIX AZ 85029-4800 | | INSURER(S) AFFORDING COVERAGE INSURER A: National Fire & Marine Insurance Company INSURER B: UNITED FNCL CAS CO INSURER C: Employers Preferred Ins Co INSURER D: INSURER E: INSURER F: | |
| | | NAIC # | |
| | | 11770 | |
| | | 31283 | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|---------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | HN054591 | 09/25/2020 | 09/25/2021 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 50,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 |
| | | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 949284674 | 05/19/2021 | 05/19/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | Hired/Non-Owned | \$ 1,000,000 |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | EIG4615898-00 | 09/16/2020 | 09/16/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| A | Professional Liability Sexual Abuse & Molestation | | | HN054591 | 09/25/2020 | 09/25/2021 | Per Incident / Aggregate | 000,000/\$4,000,000 |
| | | | | | | | Per Incident / Aggregate | 000,000/\$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is also added as Additional Insured but only to the extent that the Certificate Holder is liable for the conduct of the Named Insured as required by written contract.

| | |
|---|--|
| CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 1000 Broadway Suite 450 Oakland, CA 94607 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nicolas Campbell</i> |
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To whom it may concern,

Vestra Labs certifies that all technicians performing testing for students have passed fingerprint background checks prior to employment. Additionally, Vestra Labs ensures that all technicians are tested yearly and have been confirmed negative for tuberculosis (TB).

Respectfully,

Vestra Labs LLC

A handwritten signature in black ink, appearing to read 'Matthew Nagelbush', written in a cursive style.

Matthew Nagelbush

C.E.O

P: 602-334-1390 F: 623-239-0044

11036 N 23rd Ave #8 Phoenix, AZ 85029



To all concerned parties of the Oakland Unified School District.

Vestra Labs is pleased to have the opportunity to present this Statement of Qualifications for the COVID-19 School Testing project in Oakland, CA. Vestra Labs is committed to providing unparalleled patient service, and we are excited to provide our expertise to this important endeavor.

In 2018, Vestra Labs LLC was formed, specializing in concierge medical services, in-home testing, and occupational health support. Additionally, Vestra Labs spearheaded the first push to do mass COVID-19 testing for skilled nursing facilities. Over a year later, Vestra remains the contracted testing facility for more than 140 skilled nursing facilities in Arizona. The company services many industries, is registered as a vaccine provider in multiple states across the US, and is both CLIA certified and licensed as a Clinical and Public Health Laboratory in the state of California.

To date, Vestra has completed more than 400,000 COVID-19 tests and thousands of COVID-19 vaccinations performed nationwide. Among our patients, Vestra serves NFL, NBA, MLB, and NHL teams, Fortune 500 and Fortune 100 companies, Universities, and state correctional facilities. Vestra employs a range of skillsets, from certified phlebotomists and medical assistants to lab technicians and MD's.

Vestra's extensive experience in COVID-19 testing, high attention to patient care and our ability to mobilize quickly will be valuable to this project. We are confident that our team has the professional resources and proficiency to serve the Oakland School District and its community.

Respectfully,

A handwritten signature in black ink, appearing to read 'Matthew Nagelbush', written over a white background.

Matthew Nagelbush

C.E.O

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