

Board Office Use: Legislative File Info.	
File ID Number	15-0722
Introduction Date	5-27-15
Enactment Number	15-0725
Enactment Date	5/27/15 OA



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent

**Board Meeting Date**  
*(To be completed by Procurement)* 5/27/15

**Subject** Professional Services Contract Amendment No. 1 -  
Vaccination Services of America dba TotalWellness Health -  
922/Community Schools and Student Services (site/department)

**Action Requested** Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Vaccination Services of America dba TotalWellness Health. Services to be primarily provided to 922/Community Schools and Student Services for the period of 09/01/2014 through 06/30/2016.

**Background**  
*A one paragraph explanation of why an amendment is needed.*

TotalWellness is a leading national provider of flu shots and has the infrastructure and staff to support the Shoo the Flu program. We stand out amongst our competitors by employing quality, professional nurses, providing outstanding customer service, and designing customized wellness solutions specific to our customer's unique needs and objectives. TotalWellness Health is joining Shoo the Flu in their efforts to vaccinate children throughout the Oakland school District. There are approximately 35,000 children within this district. Our goal is to implement a program targeted to serve approximately 60% of this population as we know that vaccinating children keeps not only children healthy, but those within their communities and beyond.

**Discussion**  
*One paragraph summary of the amended scope of work.*

Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and Vaccination Services of America, Inc. dba TotalWellness Health, Omaha, NE, for the latter to provide flu vaccination services for OUSD students throughout the District; consultant will implement a program targeted to serve approximately 60% of students as vaccination keeps not only children healthy but those within their communities and beyond at no cost to the District, and extending the period from September 1, 2014 through January 31, 2015 to June 30, 2016. All terms and conditions of the contract remain in full force and effect.

**Recommendation** Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Vaccination Services of America dba TotalWellness Health. Services to be primarily provided to 922/Community Schools and Student Services for the period of 09/01/2014 through 06/30/2016.

**Fiscal Impact** Funding resource name (please spell out) No Fiscal Impact  
not to exceed \$ 0.00

**Attachments**

- Contract Amendment
- Copy of original contract and any prior amendments

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

**AMENDMENT NO. 1**

**TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Vaccination Services of America dba TotalWellness Health (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 09/01/2014, and the parties agree to amend that Agreement as follows:

1. **Services:**  The scope of work is unchanged.  The scope of work 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; attach additional pages as necessary.  
 Revised scope of work attached. OR  The CONTRACTOR agrees to provide the following amended services:

2. **Terms (duration):**  The term of the contract is unchanged.  The term of the contract has changed.  
 If the term has changed: The contract term is extended by an additional 17 months (days/weeks/months), and the amended expiration date is 06/30/2016.

3. **Compensation:**  The contract price is unchanged.  The contract price has changed.  
 If the compensation has changed: The contract price is amended by  
 Increase of \$ \_\_\_\_\_ to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
 and the new contract total is \_\_\_\_\_ dollars (\$ 0.00 )

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education  
 Superintendent  
 Chief or Deputy Chief

[Signature]  
Secretary, Board of Education

5/28/15  
Date

5/28/15  
Date

CONTRACTOR

[Signature] 4-15-15  
Contractor Signature Date

ALAN KELLER, President  
Print Name, Title

**EXHIBIT "A" SCOPE OF WORK**

**[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Please refer to the attached original Scope of Work.

TotalWellness will provide 4 hours minimum per day. TotalWellness staff will arrive 30 minutes prior to the event start time for setup. Shoo the Flu will be responsible for paying for the setup time, per staff member.

TotalWellness nurses can administer up to 20 vaccinations per hour. Event time recommendations will be based on nurse administering 20 vaccinations per hour. TotalWellness prefers to staff a maximum of 3 events during one time frame and 6 events per day assuming 3 morning events and 3 afternoon events. TotalWellness requests that events be spread out evenly throughout the program time frame. TotalWellness will work with Shoo the Flu to create an optimal schedule.

- TotalWellness prefers to staff a maximum of 12 total staff per scheduled time frame. Vaccine to be provided by the Alameda County Public Health Department (ACPHD).
- ACPHD will be responsible for identifying vaccine to be utilized for VFC eligible participants.
- Vaccine will include 90% FluMist and 10% injectable vaccine.
- TotalWellness will assign a lead nurse to each event.
- TotalWellness will make best efforts to utilize the same nurses as the lead nurse when possible.
- TotalWellness will be responsible for transporting vaccine to and from the ACPHD and to and from the sites each day. TotalWellness lead nurse will pick up vaccine from ACPHD prior to the first event each day and return vaccine to ACPHD after the last event each day.
- Shoo the Flu will be charged for lead nurse transportation time from the ACPHD to the site and from the site to the ACPHD.

**2. Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

TotalWellness Health will vaccinate children throughout the Oakland Unified School District. There are approximately 35,000 children within the District and the goal is to implement a program targeted to service approximately 60% of this population to keep not only children health, but those within their communities and beyond.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- |   |  |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools     |
| <input type="checkbox"/> Create equitable opportunities for learning              | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction                   | <input checked="" type="checkbox"/> Full service community district          |

**4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: \_\_\_\_\_
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
  - a. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
  - b. Meeting announcement for meeting in which the CSSSP modification was approved.
  - c. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
  - d. Sign-in sheet for meeting in which the CSSSP modification was approved.



**NOTEPAD**

INSURED'S NAME Vaccination Services of

VACCI-1  
OP ID: JA

PAGE 2  
Date 04/10/2015

Employment Practices Liability Coverage  
\$1,000,000 Per Wrong Act Limit  
\$1,000,000 EPLI Aggregate  
\$25,000  
No Retroactive Date

# AMENDMENT ROUTING FORM 2014-2015

## PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. 1



### Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<input checked="" type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form
	<input checked="" type="checkbox"/> Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)
	<input checked="" type="checkbox"/> Board approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (required) Renee.McMearn@ousd.k12.ca.us

### Contractor Information

Contractor Name	Vaccination Services of America dba TotalWellness Health	Agency's Contact	Alan Kohll				
OUSD Vendor ID #	1006439	Title	President				
Street Address	9320 H Court	City	Omaha	State	NE	Zip	68127
Telephone	(402) 548-4247	Email (required)	kmacklin@totalwellnesshealth.com				

### Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 0.00	Original PO #		New Requisition #	
Amended Amount	\$ 0.00	Start Date	09/01/2014	End Date	06/30/2016
New Total Contract Amount	\$ 0.00	Pay Rate Per Hour		# of Hours	

### Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
			5825	\$ 0.00
			5825	
			5825	

### Approval and Routing (in order of approval steps)

Additional services above original contract cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1.	<b>Administrator / Manager</b> (Originator)	Name	Barbara Parker	Phone	(510) 273-1586
	Site/Department (Name & #)	922/Community Schools and Student Services		Fax	(510) 273-1501
	Signature	<i>[Signature]</i>		Date Approved	4/7/15
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools and Student Services				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
3.	<b>Network Superintendent/Deputy Network Superintendent</b>				
	Signature	<i>[Signature]</i>		Date Approved	
4.	<b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input checked="" type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>[Signature]</i>		Date Approved	4/30/15
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				

Legal Required if not using standard contract	Approved	Denied - Reason	Date
Procurement	Date Received	PO Number	

Board Office Use: Legislative File Info.	
File ID Number	14-1962
Introduction Date	10-8-14
Enactment Number	14-1749
Enactment Date	10/8/14 <i>ed</i>



# Memo

To Board of Education  
 From Antwan Wilson, Superintendent

Board Meeting Date  
 (To be completed by Procurement) 10/8/14

Subject Professional Services Contract - Vaccination Services of America dba TotalWellness Health  
 - 922/Community Schools and Student Services (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and Vaccination Services of America dba TotalWellness Health. Services to be primarily provided to 922/Community Schools and Student Services for the period of 09/01/2014 through 01/31/2015.

Background  
*A one paragraph explanation of why the consultant's services are needed.*  
 TotalWellness is a leading national provider of flu shots and has the infrastructure and staff to support the Shoo the Flu program. We stand out amongst our competitors by employing quality, professional nurses, providing outstanding customer service, and designing customized wellness solutions specific to our customer's unique needs and objectives. TotalWellness Health is joining Shoo the Flu in their efforts to vaccinate children throughout the Oakland school District. There are approximately 35,000 children within this district. Our goal is to implement a program targeted to serve approximately 60% of this population as we know that vaccinating children keeps not only children healthy, but those within their communities and beyond.

Discussion  
*One paragraph summary of the scope of work.*  
 Approval by the Board of Education of a Professional Services Contract between the District and Vaccination Services of America, Inc. dba TotalWellness Health, Omaha, NE, for the latter to provide flu vaccination services for OUSD students throughout the District; consultant will implement a program targeted to serve approximately 60% of students as vaccination keeps not only children healthy, but those within their communities and beyond for the period of September 1, 2014 through January 31, 2015, at no cost to the District.

Recommendation Approval of professional services contract between Oakland Unified School District and Vaccination Services of America dba TotalWellness Health. Services to be primarily provided to 922/Community Schools and Student Services for the period of 09/01/2014 through 01/31/2015.

Fiscal Impact Funding resource name (please spell out) \_\_\_\_\_ not to exceed \$ 0.00

- Attachments
- Professional Services Contract including scope of work
  - Fingerprint/Background Check Certification
  - Insurance Certification
  - TB screening documentation
  - Statement of qualifications



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	14-1962
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Enactment Date	10/8/14 <i>OP</i>



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

**PROFESSIONAL SERVICES CONTRACT 2014-2015**

This Agreement is entered into between Vaccination Services of America dba TotalWellness Health (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 09/01/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 01/31/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed N/A Dollars (\$ 0.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \_\_\_\_\_.

**CONTRACTOR Qualifications / Performance of Services:**  
**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by 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.

**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

**OUSD Representative:**

Name: Barbara Parker  
Site /Dept.: 922/Community Schools and Student Services  
Address: 746 Grand Avenue  
Oakland, CA 94610  
Phone: (510) 273-1586  
Email: barbara.parker@ousd.k12.ca.us

**CONTRACTOR:**

Name: Alan Kohll  
Title: President  
Address: 9320 H Court  
Omaha NE 68127  
Phone: (402) 548-4247  
Email: kmacklin@totalwellnesshealth.com

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

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture 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. CONTRACTOR 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 CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. 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.

Check one of the boxes below:

CONTRACTOR is 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 that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) 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.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **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, CONTRACTOR 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, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR 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.

13. **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, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD 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.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. 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 CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works 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.
16. **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 similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **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.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **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 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.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR'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.

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

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/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/).

- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.


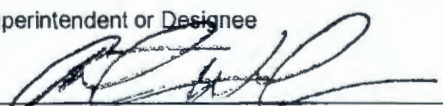
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT  
  
 President, Board of Education  
 Superintendent or Designee  
  
Secretary, Board of Education

CONTRACTOR  
  
Contractor Signature  
Alan Kohli President  
Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-1962  
Introduction Date: 10/8/14  
Enactment Number: 14-1749  
Enactment Date: 10/8/14  
Bv: 07

## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

See attached Proposal for the Shoo the Flu Program.

Professional Services Contract

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Total Wellness Health will vaccinate children throughout the Oakland Unified School District. There are approximately 35,000 children within the District and the goal is to implement a program targeted to service approximately 60% of this population to keep not only children health, but those within their communities and beyond.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:  
(Check all that apply.)

- |   |  |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools     |
| <input type="checkbox"/> Create equitable opportunities for learning              | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction                   | <input checked="" type="checkbox"/> Full service community district          |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: \_\_\_\_\_
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
  2. Meeting announcement for meeting in which the CSSSP modification was approved.
  3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
  4. Sign-in sheet for meeting in which the CSSSP modification was approved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2014

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 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).

<b>PRODUCER</b> Ellerbrock-Norris (Omaha) 4331 N 156th Street Omaha, NE 68116 Dan R. Marburg		<b>CONTACT NAME:</b> Dan R. Marburg <b>PHONE (A/C, No, Ext):</b> 402-884-1320 <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b> 402-884-1833	
<b>INSURED</b> Vaccination Services of America, Inc. 9320 H Court Omaha, NE 68127		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance Company <b>INSURER B:</b> Landmark American Insurance Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 10677	

### 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	EPP0223981	03/09/2014	03/09/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Hired Phys <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			EBA0223981	03/09/2014	03/09/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Phy Damg \$ 60,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0223981	03/09/2014	03/09/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2141468	03/09/2014	03/09/2015	<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
B	Professional Liability			LHM744024	03/09/2014	03/09/2015	Per Claim 3,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is included as an Additional Insured on General Liability per Cincinnati GL form GA472 - Automatic Additional Insured - When Required in Contract or Agreement with you (see attached form). This is the equivalent to the CG2010 requested. See note pad for additional names for Additional Insured. Umbrella does not follow Professional Liability.

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
OAKUNIF  Oakland Unified School District Rick Management 900 High Street Oakland, CA 94601		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>Dan R. Marburg</i>	

**NOTEPAD:**

HOLDER CODE OAKUNIF  
INSURED'S NAME Vaccination Services of

VACCI-1  
OP ID: JA

PAGE 2  
Date 08/29/2014

Additional Insured shall include:

Oakland Unified School District  
City of Oakland, its Councilmembers, directors, officers, agents, and  
employees/volunteers - as required by contract

60 day notice of cancellation applies with the exception of 10 day notice  
of cancellation for non-payment of the premium.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN CONTRACT OR AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. SECTION II - WHO IS AN INSURED, 2. is amended to include:**

**e. Any person or organization, hereinafter referred to as ADDITIONAL INSURED:**

- (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and**
- (2) For whom you are required to add as an additional insured on this Coverage Part**

under:

- (1) A written contract or agreement; or**
- (2) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued;**

but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

**2. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:**

**1. Automatic Additional Insured Provision**

The written or oral contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement also must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

**2. Conformance to Specific Written Contract or Agreement**

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number CG 20 10 or CG 20 37 (where edition specified); or**
- b. Include coverage for completed operations; or**
- c. Include coverage for "your work";**

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 3., 4.a.(2) and / or 4.b., or any combination thereof, of this endorsement shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 3. and 4.a.(2) of this endorsement shall not apply and Paragraph 4.b. of this endorsement shall apply.

**3. SECTION III - LIMITS OF INSURANCE is amended to include:**

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

4. The following are added to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**:

The insurance provided to the additional insured does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the:
  - (1) Rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (b) Supervisory, inspection, architectural or engineering activities;
  - (2) Sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".
- b. "Bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard".

- c. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

5. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is amended to include:

- a. Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.
- b. Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:
  - (1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
  - (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.



September 8, 2014

Oakland Unified School District  
746 Grand Avenue  
Oakland, CA 94610

To Whom It May Concern:

TotalWellness is working with Shoo the Flu to provide on-site seasonal flu vaccinations to students in the Oakland Unified School District. TotalWellness staff will be required to complete a finger-print background check and pass a TB test prior to working at an Oakland Unified School District event.

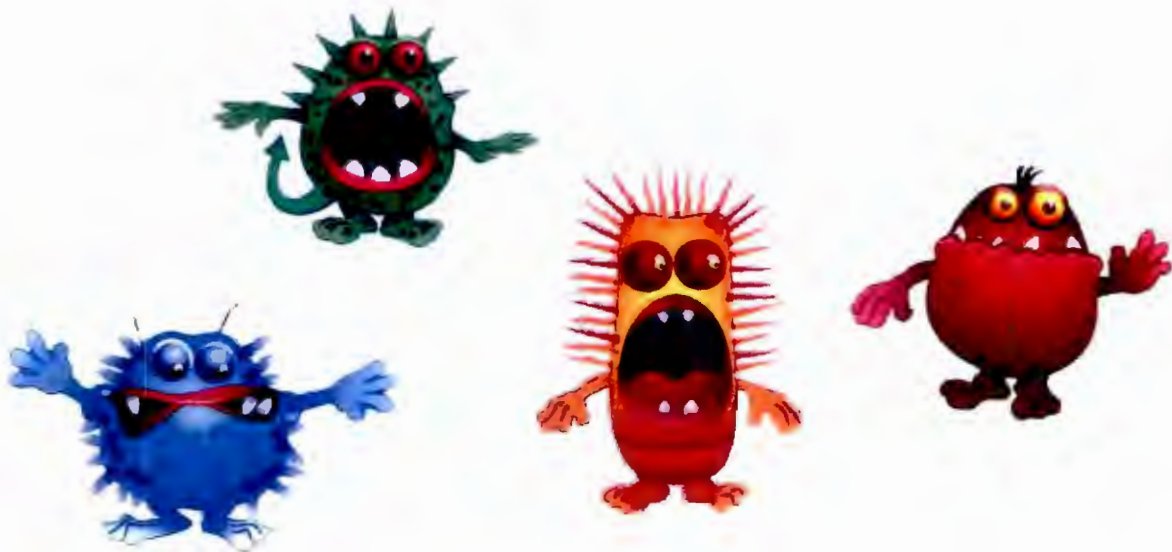
TotalWellness will not allow team members to work at an event prior to completing and passing both the finger-print background check and the TB test.

Regards,

A handwritten signature in black ink that reads "Kristina M. Macklin".

Kristina Macklin  
Director of Client Operations

# Proposal for Shoo the Flu



Presented by:  
TotalWellness  
9320 H Court  
Omaha, NE 68127  
888-434-4358

July 15, 2014



## **Table of Contents**

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TotalWellness is joining Shoo the Flu in their efforts to vaccinate children throughout the Oakland school district. There are approximately 35,000 children within this district. Our goal is to implement a program targeted to serve approximately 60% of this population. We are honored to serve in this capacity as we know that vaccinating children keeps not only children healthy, but those within their communities and beyond.

It is our pleasure to submit this proposal for your Flu Vaccination Program. TotalWellness is committed to delivering the highest quality on-site vaccination programs. We are excited to offer you a customized program while providing the highest customer service.

## TotalWellness Experience

TotalWellness has been partnering with companies for more than a decade to lower health care costs, prevent diseases, and create corporate health solutions to foster a safer and more productive work environment.

TotalWellness started out by offering on-site flu vaccinations, and eventually biometric health screenings, to various workplaces. Now, with over 5,000 health care professionals nationwide, TotalWellness is able to provide extensive corporate health and wellness solutions to companies of all sizes and business models. TotalWellness has administered over 1.5 million flu shots since the company was founded in 1998.

TotalWellness has served many large-scale, multi-site companies with both high and low employee volumes at each site. In fact, most clients in the TotalWellness book of business are multi-site. Some of our clients have included:

Utilicorp	Schlumberger
Constellation Energy	Exxon
Muth Electric	T3 Energy
Energen	Colgate-Palmolive
Wells Fargo	Ebay-PayPal
Deloitte	Symantec Corporation
UBS	United Health Care (UHC)
Google	Toys "R" Us
Target	Baker Hughes
Pricewaterhouse Coopers	The Hartford
People's United Bank	Limited Brands
Intel	Southern Company
Cisco Systems	Duke Energy
Bimbo Bakeries	Chicago Bridge & Iron

### A few of our current large-scale, multi-site on-site flu clients:

Columbia Public Schools, 35 locations	1,800 flu shots
eBay/PayPal, 26 locations	5,033 flu shots
Express Scripts, 26 locations	4,463 flu shots
HSBC, 24 locations	4,078 flu shots
McGraw-Hill Companies, 34 locations	3,850 flu shots
People's United Bank, 24 locations	1,275 flu shots
Six Continent Hotels, 59 locations	3,257 flu shots
StayWell, 198 locations	9,230 flu shots
Target, 159 locations	5,000 flu shots
Toys "R" Us, 14 locations	1,300 flu shots
UBS Financial, 58 locations	7,686 flu shots



## Program & Payment Details

\$79 per hour, per nurse  
\$49 per hour, per admin staff  
\$5 per vaccination administered

- 4 hour minimum per day.
- TotalWellness staff will arrive 30 minutes prior to the event start time for setup. Shoo the Flu will be responsible for paying for the setup time, per staff member.
- Shoo the Flu will be responsible for paying up to 30 minutes of cleanup time, per staff member per event. TotalWellness will only charge for the actual clean up time utilized.
- In the event a TotalWellness staff member cancels for an event TotalWellness will upon notification, immediately look for a replacement staff.
  - In the event a replacement staff cannot be located, TotalWellness will either extend the event to ensure all participants are vaccinated or schedule a make up event.
  - Shoo the Flu will not be charged for any cancelled staff time. Shoo the Flu will only be billed for the actual staff time any replacement staff works.
- TotalWellness nurses can administer up to 20 vaccinations per hour. Event time recommendations will be based on nurse administering 20 vaccinations per hour.
- TotalWellness prefers to staff a maximum of 3 events during one time frame and 6 events per day assuming 3 morning events and 3 afternoon events. TotalWellness requests that events be spread out evenly throughout the program timeframe. TotalWellness will work with Shoo the Flu to create an optimal schedule.
  - TotalWellness prefers to staff a maximum of 12 total staff per scheduled time frame.
- Vaccine to be provided by the Alameda County Public Health Department (ACPHD).
  - ACPHD will be responsible for identifying vaccine to be utilized for VFC eligible participants.
  - Vaccine will include 90% FluMist and 10% injectable vaccine.
- TotalWellness will assign a lead nurse to each event.
  - TotalWellness will make best efforts to utilize the same nurses as the lead nurse when possible.
- TotalWellness will be responsible for transporting vaccine to and from the ACPHD and to and from the sites each day. TotalWellness lead nurse will pick up vaccine from ACPHD prior to the first event each day and return vaccine to ACPHD after the last event each day.
  - Shoo the Flu will be charged for lead nurse transportation time from the ACPHD to the site and from the site to the ACPHD.



## Program & Payment Details

TotalWellness will provide and ship supplies and materials to the lead nurse, who will bring on-site to each event.

Supplies and materials to be provide include, but are not limited to the following:

- Coolers for vaccine transport
- Ice Packs
- Hand Sanitizer
- Latex-free gloves
- Alcohol swabs
- Tissues
- Sharps Containers
- Biohazard Bags
- Needles (23g or 25g, 1inch)
- Syringes
- Band-Aids (if Shoo the Flu decides not to provide custom Band-Aids)
- Epinephrine
- Emesis bags
- Placemats

NOTE: Supply list may change. TotalWellness will provide supplies according to a mutually agreed upon list if the above list becomes outdated.

Shoo the Flu, ACPHD, or the physical site will be responsible supplies and materials; including, but not limited to, the following:

- Trash Cans (for non-hazardous waste)
- Paper Towels
- Consent forms
- VIS Documents

NOTE: Supply list may change. Shoo the Flu will provide supplies according to a mutually agreed upon list if the above list becomes outdated.

- TotalWellness staff will receive specific Shoo the Flu Training.
  - TotalWellness commits to recruiting and/or training pediatric nurses to work the Shoo the Flu Events. TotalWellness will make best efforts to utilize as many pediatric nurses as possible for the Shoo the Flu Events.
- Shoo the Flu will be provided with Event Summaries.
  - Event Summaries will include the nurse's count of vaccinations administered, an overview of event, feedback from the lead staff, and any other additional details provided by the lead nurse.
  - Event Summaries will be provided to Shoo the Flu weekly throughout the duration of the program.
- Overtime rates do not apply. The quoted hourly rate will not change depending on the quantity of hours works per staff, per day.
- Shoo the Flu will be responsible for fees associated with parking, bridge tolls, and mileage after 40 miles traveled per staff person in one day.
  - TotalWellness will make best efforts to schedule staff who live in the East Bay and less than 20 miles away from the event.
- Shoo the Flu will be responsible for fees associated with background check and TB test requirements.
- If an increase in quantity of staff or an increase on the quantity of hours is requested within two weeks of the scheduled event date, a \$150 change fee may be charged.
  - The change fee will be charged if the change requested involves either adding an additional staff member to an event or sending an additional shipment of supplies to the lead nurse.
- 50% deposit is required.

# The TotalWellness Difference

TotalWellness is a leading national provider of flu shots and has the infrastructure and staff to support the Shoo the Flu program. We stand out amongst our competitors by employing quality, professional nurses, providing outstanding customer service, and designing customized wellness solutions specific to our customer's unique needs and objectives.

## Nurse Quality

TotalWellness employs quality nurses and health care professionals. TotalWellness employs a wide variety of health professionals; however, we utilize only RNs, LPNs, and LVNs for administering vaccine. We take pride in the fact that we do not use subcontracted employees for the delivery of on-site services.

TotalWellness currently has a team of over 5,000 professionals throughout the US that we've hired, on-boarded, and engaged. TotalWellness staff undergo a rigorous application and training process. All applicants are required to take an exam of our policies, procedures, and implementation processes, and pass the interviewing process and assessment. Our nurses are highly professional and have been carefully selected for their experience, talent, and interpersonal skills.

Having a large team of health care professionals allows us to minimize travel resulting in our ability to provide services at a lower price than many of our competitors.

We follow all state regulations in regard to providing flu shot and screening services. Staff must have applicable state licenses to provide services. All staff must hold current CPR and First Aid certification and have a current license in the state in which services are being provided. TotalWellness health care professionals are the highest quality personnel in the industry. Our team understands that they represent your brand as well as ours. We value our staff and compensate them at the highest end of the range paid by the industry standard.

All medical staff members are required to wear black slacks and white lab coat with a white button-up blouse underneath. This creates a professional, clean environment where participants feel safe and comfortable.

## Nursing Tenure

Long tenure is typical at TotalWellness. Many of our nurses have been with us for years. Over 30% of our medical professionals have been with us for more than five years, many since our beginning in 1998.

The quality and professionalism of our nurses are higher than the competition. We retain our nurses longer than the competition, so sites become accustomed to seeing the same nurses each year and have built relationships with them. TotalWellness has a nurse retention rate of over 96%.

WHY CHOOSE US?



## Safety Procedures

Syringes used at the site are disposed of into an approved sharps containers. At the end of the event the coordinator/lead nurse will take all hazardous waste, including the sharps containers, with him/her and prepare them for proper disposal. There are no separate fees associated with this disposal.

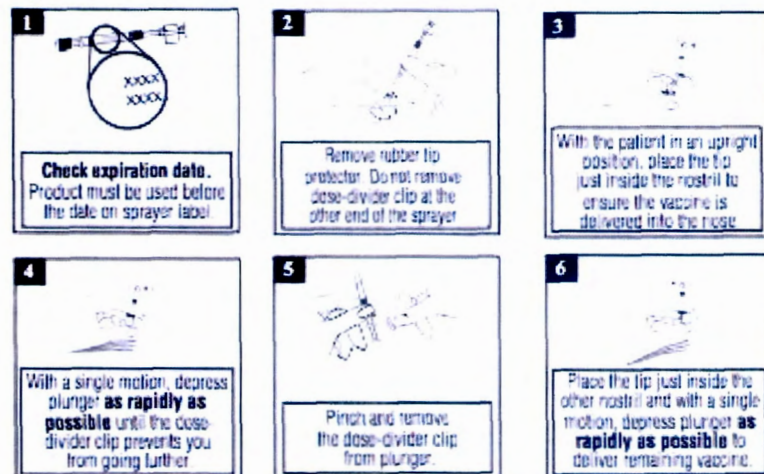
## Safety Documentation

Source: The following information comes directly from the TotalWellness Policies and Procedures Manual provided to all medical staff.

## FluMist® Storage, Handling, and Administration Info

- Do not freeze
- FluMist should be stored in a refrigerator between 2° - 8°C (35° - 46°F) upon receipt and until use before the expiration date on the sprayer label
- Cold chain (2° - 8°C) must be maintained when transporting FluMist
- Supplied in a package of 10 pre-filled, single-use sprayers
- 0.2 mL per sprayer, thimerosal-free
- Intranasally delivered
- FluMist recipients can breathe normally during administration. Sniffing is not necessary
- Dispose of sprayer per standard procedures (e.g., sharps container)

Figure 1



**DO NOT INJECT. DO NOT USE A NEEDLE.**

**Note:** Active inhalation (i.e., sniffing) is not required by the patient during vaccine administration.

# Safety Procedures

## Storing and Transporting Vaccine

The temperature of flu vaccine, in vials and syringes, must be maintained at 35°- 46°F (2°- 8°C). If it freezes or gets too warm its effectiveness is significantly reduced and vaccine should not be used. It should be stored in a clean dry container in a refrigerator. Use adequately frozen Cold Packs to maintain vaccine temperature throughout transport and clinics. Do not use dry or bagged ice, or place Cold Packs directly on vaccine, as they may cause freezing. The cooler is intended for transporting vaccine and must be returned to TotalWellness after events, whether or not there is leftover vaccine.

NOTE: The more empty space there is in a container, the more Cold Packs it will require to maintain proper temperature. Also, be aware that if you use too many Cold Packs, it could cause freezing, and that Cold Packs thaw out much faster when not properly insulated (i.e., when transported in a plain bag, etc. and not in an insulated container).

## Vaccine Lot Numbers:

When vaccine is made it is given a lot number. There are several different ones each year. It is important to keep up with which lot vaccine comes from in case it should prove to be ineffective or be "recalled" for some other reason. If you are working with multiple lot numbers you must keep them separate and keep record of who receives which lot. You may use whatever system works for you as long as you keep track of the lot numbers and record them accurately on the Consent Forms and Immunization Information Forms for the client contacts. An Immunization Information Form will be included in each flu shipment. It must be completed accurately and given to every client contact so that they have a record of the lot number(s), etc. used at their clinics.

## Incident Reports

Incident Reports are our forms used for basic charting, reconciliation, incident reporting, etc. They are to be used to document any significant details related to an event. In general, there are rarely instances that warrant charting. However, when anything significant (i.e., an anaphylactic reaction, needle-stick injury, a problem with a company or equipment) does occur, you must document it thoroughly. You must attach Incident Reports to the Consent Forms of those who adversely react, whether or not you administer epinephrine, and your charting must include the recipient's name, date of immunization, address of immunization location, administering nurse, injection site, immunizing agent, manufacturer, lot number, timing of vaccination, the onset of the adverse event, current illnesses or medication, history of adverse reactions following vaccination, demographic information about the recipient (age, gender, etc.), and anything else you deem pertinent. You must also leave a voice message at 1-888-434-4358 x 134. Your message should include your name, the event location (company, city, state), and a brief description of the event so that we know to look for the more detailed Incident Report in your return-shipment. TotalWellness will notify ACPHD and Shoo the Flu immediately after being notified of any incident.

NOTE: Any suspected adverse reactions following immunizations should be reported by healthcare professionals to the Vaccine Adverse Event Reporting System (VAERS) under the U.S. Department of Health and Human Services (DHHS). Their toll-free number is 1-800-822-7967. If you refuse to administer or an individual refuses to receive the shot for any reason during the screening process, you must attach his/her Consent Form to an Incident Report. Please do not forget to include the Event ID # in the space provided on the report.



# Safety Procedures

## Emergency Procedures

The Primary lead staff is responsible for communicating with the on-site client contact and staff so that all are prepared in the event of an emergency. If an emergency arises with an individual, the Primary will stay with the individual, keep him/her in a safe position, and maintain privacy as much as possible and will designate others to notify the on-site client contact and dial 911 if deemed necessary.

If the participant is experiencing symptoms such as headache, dizziness, chest pain, or blurry vision, 911 should be called. Otherwise, participants should be expressly encouraged to follow up with their Primary Healthcare Providers right away.

## Vasodepressor Reactions/Vasovagal Syncope and Panic Attacks

It is important to note that vasodepressor reactions and panic attacks are sometimes confused with anaphylactic reactions. Both are considered a physiologic response to stress (i.e., the person receiving the vaccination is responding to the stress produced by the injection rather than the contents of the injection). Please consider the following when assessing an individual for anaphylaxis, because the appropriate treatment—epinephrine—might exacerbate the anxiety of a vasodepressor reaction or panic attack.

Symptoms of vasodepressor reactions can include fainting, pallor, weakness, hypotension, sweating, nausea and sometimes vomiting. An important feature that distinguishes vasodepressor reactions from anaphylactic reactions is that vasodepressor reactions are characterized by a slow heartbeat (usually under 60 beats per minute). In addition, cutaneous symptoms such as swelling, hives, itching, and flushing are not present. The skin usually appears pale and is cool and moist to the touch.

The acute anxiety, with feelings of intense apprehension or terror, of a panic attack might be accompanied by symptoms such as dizziness, sweating, shortness of breath, and chest pain or palpitations, but have none of the other symptoms associated with anaphylaxis, such as wheezing or itching.

## Anaphylactic Reactions and Shock

Severe allergic reactions vary from person to person. Symptoms can begin within seconds or minutes after exposure to an allergen (e.g., an injection). However, in very rare instances, they may be delayed for hours. In general, consider that the sooner symptoms begin after an injection, the more severe the attack will be. The reaction may be a localized wheal and flare of generalized itching, hyperemia, angioedema, and in severe cases, vascular collapse, respiratory distress, and shock.

The most common symptoms of allergic reactions involve the skin. Swelling, hives, itching and/or flushing might occur. However, note that if an individual complains of tongue and/or mouth itching, it might indicate a less common but more serious symptom—swelling that could occlude the airway. The second most common symptoms involve the respiratory tract. Stridor with upper airway edema, shortness of breath, and/or wheezing might occur. Hypotension is the third most common feature. An individual might experience dizziness, disorientation, and/or syncope. Gastrointestinal symptoms with nausea, vomiting, diarrhea, and cramping abdominal pain might occur as well. Though many of these symptoms might be observed during anaphylaxis, the first symptoms during a reaction are often intense anxiety, weakness, sweating, and shortness of breath.

## Interventions

Maintain individuals in a safe position. Assist them into a safe position as necessary.

### Vasodepressor Reactions and Panic Attacks

If possible, instruct individuals to lie down on their backs with their feet elevated and to take slow, deep breaths. Have someone stay with them and, if possible, place cool paper towels on their foreheads.

# Safety Procedures and General Event Procedures

## Interventions

### Anaphylactic Reactions

- You must be prepared for an emergency situation. Make sure epinephrine is readily accessible. If you are not comfortable waiting until it is necessary to fill the syringe in a case of emergency, you may pre-fill it at the beginning of a flu event. See pre-filling instructions below.
  - Epinephrine must be protected from light. Keep vials and syringes covered when not in use.
  - Do not use solution if its color is pinkish or darker than slightly yellow or if it contains precipitate. NOTE that epinephrine in a pre-filled syringe may maintain its properties through multiple clinics. Discard after 24 hours or if you notice any change in color or content. Keep an unused and protected vial with which to compare it.
  - Reactions with delayed onsets might allow you time to question, observe, prepare, and obtain a verbal consent to administer epinephrine. However, since they can occur immediately, you must be prepared to perform the following interventions in a simultaneous manner.
1. Check and maintain airway, breathing, and circulation throughout.
  2. Designate someone to call 911/EMS and someone to clear the room for privacy.
  3. Maintain the individual in a safe position (i.e., lying on his/her back on the floor).

IF SYRINGE IS PRE-FILLED SKIP TO #8.

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IF SYRINGE IS NOT PRE-FILLED

4. Check the color and consistency of the solution.
  5. Replace the needle in the syringe package with the filtered needle. Keep original needle for administration.
  6. Break top off of 1.0 mL single-dose ampoule and draw up entire contents (1 mg/mL (1:1000 USP, 3 mg)). Adult dose is 0.2 to 1.0 mL. For adults and children who weigh at least 30 kg (66 lbs): start with 0.3 mL per MD standing order. For children 15-30 kg (33-66 lbs): start with 0.15 mL
  7. Discard the filtered needle and return the original needle to the syringe for administration.
- 
8. Administer 1.0 mL epinephrine or appropriate child dosage via IM injection (outer aspect of thigh/ quadriceps is a good location). DO NOT administer IM into the buttocks. Administer through clothing if necessary. Massage the site afterwards to counteract possible vasoconstriction and to enhance absorption.
  9. Monitor the individual until EMS arrives. Perform CPR if and when necessary. If symptoms persist or become worse, you may repeat the dose every 10 to 15 minutes. EMS usually arrives before that becomes an option.
  10. Fill out an Incident Report.



TotalWellness  
9320 H Court  
Omaha, NE 68127  
888.434.4358  
[TotalWellnessHealth.com](http://TotalWellnessHealth.com)

# THE PATH TO HEALTHIER EMPLOYEES STARTS HERE

Solutions that work with your current wellness offerings or as a stand alone program.

With skyrocketing health care costs and the declining health of employees, organizations are increasingly investing in workplace wellness. So it's essential to select an experienced partner who has the flexibility to create a custom solution that fits your organization's culture. Whether you're looking to shed light on unhealthy habits, generate

interest, transform attitudes or get the ball moving on a stalled program, TotalWellness can help. We have a proven track record of delivering tailored wellness programs to some of the most progressive Fortune 500 companies — serving geographically and culturally diverse employee populations across the country.

*Our Mission: To provide tailored corporate wellness solutions which drive positive, healthy changes in companies and improve the overall quality of life for their personnel.*

## Who we are.

TotalWellness is a leading provider of integrated wellness solutions.

We began by offering on-site flu vaccinations and eventually biometric screenings to workplaces across the United States. Now, with over 5,000 health care professionals nationwide, TotalWellness is able to provide extensive corporate health and wellness solutions to companies of all business models and sizes, especially mid- to large-sized companies.

We stand out amongst our competitors by providing the highest quality nurses, giving outstanding customer service, and designing customized wellness solutions specific to our customer's unique needs and objectives.

TotalWellness is a private company that has been in business for 15 years and is headquartered in Omaha, Nebraska.



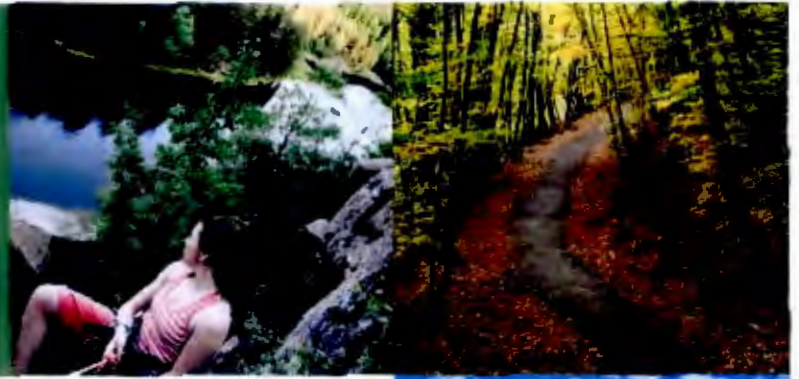
## What we can do for you.

We partner with employers to control health care costs, reduce lifestyle-related health risks and prevent diseases to foster a more productive work environment. Our solutions range from simple flu shots to sophisticated wellness programs. TotalWellness can help you improve employee health and your organization's bottom line.

**TOTALWELLNESS**  
HEALTHIER PEOPLE. HEALTHIER BOTTOM LINE.



Wherever your company is on the path to wellness — just starting out or completing a marathon — TotalWellness can help reach your goals.



## Our Approach

At TotalWellness, we build wellness programs that create an overall culture of wellness, which leads to individual behavior change. Our approach is powerful, but very flexible. We develop custom wellness solutions based on the unique culture and needs of each company we serve.

### Engage

#### Go! TotalWellness Portal

With the Go! TotalWellness Portal you get an interactive and educational online platform that makes it easy to promote wellness among your entire employee population. Our portal offers a highly customized interface - choose from an array of modules to address the health risks in your organization. Modules include challenges, incentive management, self-directed educational programs, nutrition and exercise trackers, diet plans, health libraries and much more. The easy-to-use tools can help your employees achieve daily goals and stay on track. Plus, with community features like blogs and online forums, you can leverage the power of social influence to create higher levels of engagement.

### Assess

#### Health Risk Assessments & Biometric Screenings

Health Risk Assessments (HRA) and screenings provide employees with information about their personal health and identify potential health risks before they become unmanageable. Armed with relevant information, employees will feel motivated to set goals and make positive changes to their behavior. Our HRA is a secure, online tool that awards participants a wellness score and gives them actionable items in an easy-to-understand personal report.

TotalWellness provides an affordable and convenient way to bring health screenings to your employees. With an outstanding team of more than 5,000 professionals, we come on-site to provide biometric screenings. We also have partnerships with labs and retail clinics across the country that gives employees multiple screening options.

### Inspire

#### Health Coaching

Some employees might need a little extra nudge to make positive changes. Our health coaches inspire change by taking into consideration the individual's health risks, readiness to change, environment, and preferences. They use innovative strategies to help people clarify what they want, enhance personal accountability and take action for optimal health. The TotalWellness coaching program is based on a scientifically validated curriculum and includes topics such as physical inactivity, weight management, smoking cessation, blood pressure, nutrition, stress management, cholesterol, and fatigue.



## What we do:

- Program Design & Consultation
- Wellness Portal
- Biometric Screenings
- Flu Shots
- Health Coaching
- Online Scheduling Tool
- Educational Displays
- Health Risk Assessments
- On-Site Health Services:
  - Blood Pressure
  - Body Composition
  - Bone Density
  - Cancer Antigen 125
  - Carotid Artery Ultrasound
  - Colorectal Cancer
  - Complete Blood Count
  - Cotinine (Nicotine Test)
  - Fitness Testing
  - Hemoglobin A1C
  - Metabolic Panel
  - Pulmonary Function
  - Skin & Sun Damage Test
  - Thyroid



9320 H Court  
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888.434.4358 tel  
402.964.0545 fax



TotalWellnessHealth.com

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Vaccination\* Services\* of America\***  
**Record Status: Active**

**No Search Results**

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Total\* Wellness\* Health\***  
**Record Status: Active**

**No Search Results**

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

**Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification )
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input checked="" type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List ( <a href="https://www.sam.gov/">https://www.sam.gov/</a> )
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact *Emails about this contract should be sent to:* (required) [Renee.McMearn@ousd.k12.ca.us](mailto:Renee.McMearn@ousd.k12.ca.us)

## Contractor Information

Contractor Name	Vaccination Services of America dba TotalWellness Health	Agency's Contact	Alan Kohll				
OUSD Vendor ID #	1006439	Title	President				
Street Address	9320 H Court	City	Omaha	State	NE	Zip	68127
Telephone	(402) 548-4247	Email (required)	kmacklin@totalwellnesshealth.com				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	09/01/2014	Date work will end	01/31/2015	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

## Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
			5825	\$ 0.00
			5825	
			5825	
<b>Requisition No. (required)</b>	<b>Total Contract Amount</b>			\$ 0.00

## Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Barbara Parker	Phone	(510) 273-1586
	Site / Department	922/Community Schools and Student Services		Fax	(510) 273-1501
	Signature			Date Approved	9/9/14
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature		Date Approved		
	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature		Date Approved		
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal</b> Required if not using standard contract		Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received		PO Number		