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## Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** September 14, 2022

**Subject** Services Agreement with Healthcare IT Leaders, LLC, Data Sharing Agreement No. 1 and Amendment to Services Agreement

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

**Services** Healthcare IT Leaders, LLC, Alpharetta, GA, will provide COVID-19 testing services for OUSD staff and families at testing hubs organized by OUSD.

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

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

**Competitively Bid** Yes

**In-Kind Contributions** None

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

**Background**

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

Healthcare IT Leaders, LLC and three other service providers were selected following an RFP. The RFP and Healthcare IT Leaders, LLC's proposal are attached to this memo. It is anticipated Healthcare IT Leaders, LLC will primarily provide COVID-19 testing services.

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

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

**Attachment(s)**

- Services Agreement
- Amendment No. 1 to Services Agreement
- Data Sharing Agreement
- RFP# 21-116CSSS
- Healthcare IT Leaders, LLC Proposal

## SERVICES AGREEMENT 2022-2023

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

Healthcare IT Leaders, LLC

The PARTIES hereby agree as follows:

1. **Term.**

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

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

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

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

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

3. **Alignment and Evaluation.**

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

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



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

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

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

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

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

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

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

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

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

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

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

**11. Termination and Suspension.**

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

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

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

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

**OUSD**

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

**VENDOR**

Name: Ted Justiss  
Title: COO  
Address: 925 North Point Pkwy, Ste 425  
City, ST Zip: Alpharetta, GA 30005  
Phone: 678-636-4441

Email: [Ted.Justiss@healthcareileaders.com](mailto:Ted.Justiss@healthcareileaders.com)

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

**13. Status.**

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



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

**14. Qualifications and Training.**

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

**15. Certificates/Permits/Licenses/Registration.** VENDOR's employees

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

16. **Insurance.**

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



**17. Testing and Screening.**

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

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

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph

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

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

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

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

consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.

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

property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
  - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
  - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
  - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered

transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

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

performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

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



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

34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a


signed W-9 form to OUSD.

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



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

**VENDOR**

Name: Bob Bailey Signature:   
Bob Bailey (Aug 3, 2022 17:04 EDT)

Position: Chief Executive Officer Date: 08/03/2022

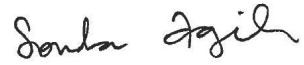
*One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing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

**OUSD**

Name: Preston Thomas Signature: 

Position: Chief Systems and Services Officer Date: 8/15/22

Board President  
 Superintendent  
 Chief/Deputy Chief/Executive Director

Name: Sondra Aguilera Signature: 

Position: Acting Secretary, Board of Education Date: 9-29-2022

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

## EXHIBIT A

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

See attached Scope of Work

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

No, services would not be able to continue.

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

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

[Click or tap here to enter text.](#)

1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

Hourly Rate: \$[Click or tap here to enter text.](#) per hour

Daily Rate: \$ per day

Weekly Rate: \$[Click or tap here to enter text.](#) per week

Monthly Rate: \$[Click or tap here to enter text.](#) per month

Per Student Served Rate: \$[Click or tap here to enter text.](#) per student served

Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

[Click or tap here to enter text.](#)

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

Rates:

- Clinical Test Administrator: \$60/hour
- Site Supervisor: \$90/hour
- Program Director: \$140/hour

• Testing hour price does not reflect overtime.

• Testing hours on a day/week will vary based upon school size.

- Pricing includes Healthcare IT Leaders being able to leverage the CLIA license on file with

CDPH as it currently used for OUSD testing

- Pricing includes all testing supplies, inclusive of hardware, PPE, and biohazard removal for

our teams.

- Prior to testing start, testing team size and shift duration will be finalized in partnership with

OUSD to ensure maximum.

- Healthcare IT Leaders can also provide an all-inclusive rate card mirroring the current

COVID-19 testing billing structure that we have directly with OUSD.

- o As an expansion to the current testing services, Healthcare IT Leaders would offer

reduced rates as a result of economies of scale

- o Roles:

- ☞ Clinical Test Administrator – \$60/Hour

- ☞ Site Supervisor – \$90/Hour

- ☞ Program Director – \$140/Hour

Sample Pricing: COVID-19 Testing \$187.50 Per Testing Hour Per Site

2. **Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

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

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:* Not Applicable
- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:  
Click or tap here to enter text.
  - Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
    - Meeting announcement for meeting in which the SPSA modification was approved.
    - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    - Sign-in sheet for meeting in which the SPSA modification was approved.
4. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*
- Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)
  - Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)
  - Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)
  - Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)
  - Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)

## **Scope of Work – Healthcare IT Leaders**

### **1. Service Overview**

Healthcare IT Leaders (“VENDOR”) will provide comprehensive COVID-19 testing services upon request of Oakland Unified School District (“OUSD”). VENDOR may also agree to provide vaccination services upon OUSD’s request from time-to-time. (Collectively, COVID-19 testing and vaccinations are the “Services”.)

### **2. Project Representatives**

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

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

Mara Larsen-Fleming

Director, Health & Wellness, Community Schools & Student Services

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

(510) 684-6549

Megan Phuong

Clinic Liaison, OUSD COVID-19 Testing Program

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

(510) 394-4247

Megan Allegretti

Strategic Fellow, OUSD Vaccination Program

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

(415) 830-2117

#### **Healthcare IT Leaders, LLC**

Vicki Davis

VP, Training & Activation

[vicki.davis@healthcareitleaders.com](mailto:vicki.davis@healthcareitleaders.com)

(509) 990-5872

Dawn McIntyre

Project Coordinator

[dawn.mcintyre@healthcareitleaders.com](mailto:dawn.mcintyre@healthcareitleaders.com)

(781) 835-5459

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

**Responsibilities of OUSD:** OUSD will provide 30 days notice when increasing service capacity by more than 30% of existing staff assigned to OUSD sites, and when reducing existing staffing by more than 30% of existing staff assigned to OUSD sites. OUSD will provide 14 days notice when expanding or reducing service by 30% or less of existing staff assigned to OUSD sites.

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

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

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

#### **Responsibilities of VENDOR:**

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

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

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

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

Before Services, VENDOR's staff shall:

- Arrive on time to OUSD locations with equipment and supplies necessary for Services, including adequate PPE (e.g., gloves, masks, gowns, shields), other supplies (e.g., sanitizer, biohazard bags), fully-charged devices for registration and data entry (e.g., laptops, tablets, chargers, printers, scanners), and canopies and heaters for outdoor events as needed.
- Manage setup, including without limitations, by answering questions regarding the day's logistics and the testing/vaccination process
- Conduct a walk-through of site

- Confirm all registrations and consents for all participants have been captured and uploaded into OUSD's digital portal (Primary for testing, or other system as specified by OUSD), or in paper format at the test site
- Implement plan developed in conjunction with OUSD to ensure safety of participants and administrators
- Coordinate and communicate with OUSD project representatives and school site contacts

During Services, VENDOR's staff shall:

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

After Services, VENDOR's staff shall:

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

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

VENDOR shall keep an inventory of unused COVID-19 tests, and will notify OUSD of the number of unused tests on Friday of each week. By additional

written agreement of the Parties, VENDOR may provide COVID-19 tests as requested by OUSD.

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

If the Parties agree VENDOR will provide vaccination services, VENDOR will manage all aspects of vaccination events, including outreach, set-up, providing equipment/supplies and vaccines, registration and consent, clean-up, and providing a list to OUSD of all students who received vaccinations. Consent for vaccination must be received prior to vaccination, either from the parent/guardian for students ages 17 and under, or the student if age 18 years or older. Alternatively, when permitted by law and OUSD's procedures for age of consent are communicated to VENDOR by email, VENDOR will accept consent from minors. Consent forms will be developed in conjunction with OUSD, and made available in English, Spanish, Chinese, Arabic, Khmer, and Vietnamese. VENDOR will coordinate with OUSD to translate the consent forms using OUSD's translators. VENDOR's vaccination consent form shall incorporate, as part of its consent to vaccinate, consent to share the student's identifying information and vaccine(s) received with OUSD. VENDOR shall provide to OUSD a list of students and vaccination(s) received within three business days.

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

Rates:

- Clinical Test Administrator: \$60/hour
- Site Supervisor: \$90/hour
- Program Director: \$140/hour

- Testing hour price does not reflect overtime.
- Testing hours on a day/week will vary based upon school size.
- Pricing includes Healthcare IT Leaders being able to leverage the CLIA license on file with CDPH as it currently used for OUSD testing
- Pricing includes all testing supplies, inclusive of hardware, PPE, and biohazard removal for our teams.



- Prior to testing start, testing team size and shift duration will be finalized in partnership with

OUSD to ensure maximum.

- Healthcare IT Leaders can also provide an all-inclusive rate card mirroring the current

COVID-19 testing billing structure that we have directly with OUSD.

- o As an expansion to the current testing services, Healthcare IT Leaders would offer

reduced rates as a result of economies of scale

Sample Pricing: COVID-19 Testing \$187.50 Per Testing Hour Per Site

A detailed description of staffing and fees is provided within VENDOR's proposal.

## **5. Invoicing**

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

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

Payments from OUSD shall be sent to the following address:

Healthcare IT Leaders, LLC

Attention "Cashier":

925 North Point Pkwy Alpharetta, GA 30005 Fax: N/A

Tyler.justiss@healthcareitleaders.com

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

**AMENDMENT NO. 1**  
to  
**Services Agreement 2022-2023**  
**Between OUSD and Healthcare IT Leaders**

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

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Healthcare IT Leaders, LLC

The Parties entered into the Original Agreement on the below date:

August 9, 2022

- The Enactment Number of the Original Agreement is below:  
TBD

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

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

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

Revised scope of work attached

VENDOR agrees to provide the following amended services:

Click or tap here to enter text.

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

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

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

3. **Compensation:**      The not-to-exceed amount in the (Amended) Agreement is unchanged  
X The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:  
    X Increase not-to-exceed amount by:  
    \$1,905,000  
     Decrease not-to-exceed amount by:  
    \$Click or tap here to enter text..  
    The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is  
    \$2,000,000

4. **COVID-19:** To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, **VENDOR** agrees that:
- a. Through its execution of this Amendment, **VENDOR** declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
  - b. **VENDOR** agrees to notify OUSD within twelve (12) hours if **VENDOR** or any employee, subcontractor, agent, or representative of **VENDOR** (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
  - c. In addition to the requirements of subparagraph (b), **VENDOR** agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student

or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

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

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

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

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

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

7. **Legal Notices.** To the extent the Agreement did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1000 Broadway, Suite 440, Oakland, CA 94607. All other terms regarding Legal Notices remain the same.
  8. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
  9. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
  10. **Signature Authority.**
    - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
    - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
  11. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.
- IN WITNESS WHEREOF, the PARTIES hereto agree and execute this





# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

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

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

\* Submit proposals and all questions/inquiries to:

**OAKLAND UNIFIED SCHOOL DISTRICT**

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

phone: (510) 434-4337

**Proposals Due:**

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

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

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## **Submission Deadline & Process:**

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

### **Provider to submit:**

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

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

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

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

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

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

## RFP SCHEDULE OF EVENTS

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

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

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

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

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

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

Published: March 29, 2022

# **GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS**

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

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

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

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

## **OBJECTIVES**

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

## **SCOPE OF WORK**

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

## **SPECIFIC ACTIVITIES REQUIRED**

### Locations:

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

### Staffing:

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

### Program Administration:

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

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

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

## RECEIPT OF PROPOSALS:

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

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

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

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

### **Local Business Program**

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

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

## PROPOSAL EVALUATIONS AND SCORING

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

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

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

### Qualified Value Scoring

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

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

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

## Scoring Guide

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



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

### **Qualified Value Categories**

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

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

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

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

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

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

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

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

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

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

			by OUSD)	7am and 7pm; site set by OUSD	by OUSD)	by OUSD)	9am and 4pm; site set by OUSD
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- 2) **Experience with COVID Testing, and Vaccinations. (200 points).** Describe in detail the agency’s experience implementing COVID testing and COVID, influenza, and other vaccinations, including experience with each of the activities listed in the “Specific Activities Required” section above.
- 3) **School and Community Relationships (100 points).** Describe in detail the agency’s experience partnering with OUSD and/or serving the OUSD community.
- 4) **Student and Family Outreach (100 points).** Describe, in detail, the agency’s experience and capacity to implement outreach to increase engagement and participation in COVID testing and (if applicable) COVID, influenza, and other vaccinations. Describe capacity to implement family workshops and plans to support Oakland’s diverse family community. Describe strategies to increase participation among diverse and underserved populations.

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

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

*Company Profile*

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

*Professional Qualifications*

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

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

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

**SERVICES AGREEMENT 2021-2022**

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

The parties hereby agree as follows:

**1. Term.**

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

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

**2. Services.**

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

**3. Alignment and Evaluation.**

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

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

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

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

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

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

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

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

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

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

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

OUSD Data Sharing Agreement (available here).

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

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

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

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

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

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

a. The compensation under this Agreement shall not exceed:

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

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

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

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

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

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

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

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

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

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

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



right to refuse to pay untimely invoices.

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

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

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

## **11. Termination.**

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

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

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

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

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

## **12. Legal Notices.**

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

### **OUSD**

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

### **VENDOR**

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

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

**13. Status.**

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

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

(i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;

(ii) VENDOR's work is outside the usual course of OUSD's business; and

(iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

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

(i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;

(ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;

(iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;

(v) VENDOR maintains a business location that is separate from the business or work location of OUSD;

(vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;

(vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;

(viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;

(ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;

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

**14. Qualifications and Training.**

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

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

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

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

**16. Insurance.**

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

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

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

**17. Testing and Screening.**

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

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

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

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

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

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

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

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

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

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

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

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

vaccination requirements.

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

**20. Assignment.**

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

**21. Non-Discrimination.**

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

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

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

**23. Waiver.**

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

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

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

**25. Conflict of Interest.**

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



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

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

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

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

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

**27. Limitation of OUSD Liability.**

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

**28. Indemnification.**

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



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

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

**29. Audit.**

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

**30. Litigation.**

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

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

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

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

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

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

**33. Severability.**

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

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

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

**35. Captions and Interpretations.**

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

**36. Calculation of Time.**

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

**37. Counterparts and Electronic Signature.**

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

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

**38. W-9 Form.**

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

**39. Agreement Publicly Posted.**

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

**40. Signature Authority.**

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

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

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

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

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

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

**REST OF PAGE IS INTENTIONALLY LEFT BLANK**

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

**VENDOR**

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

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

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

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

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

**OUSD**

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

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

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

- Board President
- Superintendent
- Chief/Deputy Chief

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

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

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

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

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

## Exhibit A

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

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

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

No, services would not be able to continue.

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

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

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

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

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

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

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

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

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

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

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

**Exhibit A**

**Standard Form Response:**

**A. GENERAL INFORMATION**

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

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

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

4. Type of Company: (check one)

Individual Partnership Corporation

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

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Point of Contact if Contract is Awarded:

Name, Title	Location	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



**B. LEGAL INFORMATION**

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

Yes                      No

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

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

Yes                      No

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

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

Yes                      No

If yes, provide details:

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

Yes                      No

If yes, provide details:

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**Exhibit B**

**References:**

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

**Reference 1:**

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

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

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

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

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

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

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

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

\_\_\_\_\_

**Reference 2:**

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

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

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

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

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

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

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

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

\_\_\_\_\_

**Reference 3:**

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

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

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

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

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

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

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

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

\_\_\_\_\_

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

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

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

Signature \_\_\_\_\_

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

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

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

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

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

## **Exhibit D**

### **Terms and Conditions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

incorporated therein shall be binding on the parties thereto.

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

18. Time – Time is of the essence.

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

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

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

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

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

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



**EXHIBIT E**

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

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

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

By

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

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

\_\_\_\_\_  
Title

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

By

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

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

\_\_\_\_\_  
Title

## **EXHIBIT F INSURANCE**

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

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

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

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

Labor Code § 3700

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

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

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

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

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

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

By \_\_\_\_\_

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

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

By \_\_\_\_\_

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

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

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

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

**EXHIBIT H**

**FINGERPRINTING CERTIFICATION**

To the Governing Board of Oakland Unified School District

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Typed or Printed Name

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Title

Telephone Number

\_\_\_\_\_

Signature

## NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

### CHECK (EDUCATION CODE SECTION 45125.1)

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

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

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

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

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

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

**EXHIBIT I**

**NON-COLLUSION DECLARATION**

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

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

\_\_\_\_\_

Date

\_\_\_\_\_

Name of Vendor

\_\_\_\_\_

Printed Name of Authorized Company Representative

\_\_\_\_\_

Signature of Authorized Company Representative



**EXHIBIT J**

**PIGGYBACK CLAUSE**

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

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

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

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

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

Option Granted                     YES

Option Granted                     NO

**EXHIBIT K**

**Authorized Vendor Signature**

**Prime Point of Contact**

**Proposal Submitted by:**

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

---

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

---

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

---

Area Code	Telephone #	Fax #
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\_\_\_\_\_

Federal Tax ID Number

## EXHIBIT L

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **LIABILITY**

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

**TERMINATION**

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

**GENERAL UNDERSTANDING**

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

**Proposer:**

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

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

\_\_\_\_\_



APRIL 22, 2022

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Proposal for

**Vaccine and COVID Testing Services**  
**Community School Student Services Department**  
**RFP 21-116CSSS**

Submitted to



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

Francisco Flores  
Rosaura Altamirano  
Oakland Unified School District

April 22, 2022

Subject: RFP 21-116CSSS – Vaccination and COVID Testing Services, Community School Student Services Department

Mr. Flores and Ms. Altamirano,

Healthcare IT Leaders is pleased to submit our response to the subject RFP, As Oakland Unified School District's current partner in conducting COVID-19 testing, we have proven our ability to:

- Efficiently and effectively test the specified population
- Return results within or ahead of the contract-stipulated schedule
- Accommodate the changing nature of testing for this pandemic
- Meet all standards and requirements related to testing, results processing, and program administration

As OUSD's COVID testing partner, Healthcare IT Leaders is familiar with OUSD's environment, priorities, preferences, strengths, and constraints. By selecting us to continue providing testing services, you will gain the benefits of continuity with a proven successful partner, and demonstrated flexibility, responsiveness, and readiness to meet your needs.

In a partnership built for OUSD, Healthcare IT Leaders is joining a local healthcare provider to deliver the required vaccination services. This partnership will allow Healthcare IT Leaders to reinforce the COVID-19 testing services that we are currently providing to OUSD with one of the best pediatric healthcare providers in the Bay Area. This local provider will bring a proven clinical team to deliver all current and future expanded vaccinations (supply and service), as well as be a vital asset in community outreach and continuum of care. This partnership encompasses the best of both worlds between a healthcare provide that has served the Oakland community for 100+ years and Healthcare IT Leaders, the current OUSD COVID-19 testing incumbent, delivering COVID-19 testing services not just through two K-12 state engagements, but also providing COVID-19 services across 500+ sites.

Sincerely,



Bob Bailey, Managing Principal  
Healthcare IT Leaders

(770) 633-3536

Bob.bailey@healthcareitleaders.com

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## Value Category 2: Scope of Services

### 1). Program Quality

#### Locations

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

Under our current COVID testing contract with Oakland Unified School District (OUSD) Healthcare IT Leaders is providing COVID testing and vaccination services at any and all locations listed by and/or negotiated with OUSD, along with serving all school levels and ages without limitation. We will continue to provide this level of service.

Additionally, Healthcare IT Leaders is already serving these age ranges not only throughout the country and California, but also through our current contract to perform testing for OUSD today.

Although not asked specifically but related to the question, Healthcare IT Leaders does not have a limitation on the number of tests or vaccinations that can be delivered per site or day. We are prepared to cover the full population testing, as well as provide an additional 20 percent capacity for athletics testing and another 20 percent capacity to accommodate one-off testing or short spikes in demand.

In a partnership built for OUSD, Healthcare IT Leaders is joining a local healthcare provider to deliver the required vaccination services. This partnership will allow Healthcare IT Leaders to reinforce the COVID-19 testing services that we are currently providing to OUSD with one of the best pediatric healthcare providers in the Bay Area. This local provider will bring a proven clinical team to deliver all current and future expanded vaccinations (supply and service), as well as be a vital asset in community outreach and continuum of care. This partnership encompasses the best of both worlds between a healthcare provider that has served the Oakland community for 100+ years and Healthcare IT Leaders, the current OUSD COVID-19 testing incumbent, delivering COVID-19 testing services not just through two K-12 state engagements, but also providing COVID-19 services across 500+ sites.

For vaccinations, although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

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## Staffing

### ***Identify a project coordinator and point of contact for communication with District. Dedicated project coordinator required.***

Healthcare IT Leaders' current Sr. Delivery Manager, Jeff Mason will be the Project Coordinator for this engagement. He and his team will continue to partner with school/school district/OUSD stakeholders to review program current state, obtain feedback, discuss key optimization areas identified, troubleshoot incidents or challenges raised, review Key Performance Indicators (KPIs), and discuss upcoming demand/future state for the next few months or semester. Healthcare IT Leaders will embed our defined multi-level governance layer that will be personalized to OUSD and the school/school district to ensure full compliance and program success.

### ***Hire and supervise qualified staff to administer COVID testing and COVID and other vaccination programs at OUSD schools and sites.***

As the current vendor for OUSD's COVID testing program, Healthcare IT Leaders has proven qualified staff working with OUSD. To supervise and manage our onsite staff, Healthcare IT Leaders will look to deploy the project management team from our current. We will look to retain our onsite staff members who are working at schools across the district and have experience working with the OUSD students and staff. Using known, proven staff will ensure continuity and familiarity, and minimize or eliminate learning curves.

### ***Recruiting***

Healthcare IT Leaders employs a very thorough recruiting and onboarding process. The first step is to vet new candidates through our national recruiting team who review candidate resumes for an appropriate and meaningful level of role-specific experience. We target clinical individuals who have experience supporting rapid rollouts in healthcare and large-scale IT initiatives.

A significant part of our success centers on finding the best team members for each engagement. To do this, we leverage Microsoft Teams video interviews, which allows us to validate our candidates' skills / experience by asking about potential on-the-job scenarios and using quizzes and timed responses to role-specific questions that we can measure subjectively. Once we have validated the candidates' qualifications to support role-specific expectations, we conduct a virtual face-to-face interview. We do a deep dive into their background and experiences to confirm that the candidate possesses the knowledge and certifications stated on their resume. Our recruiters seek individuals with strong testing, change management, and delivery skills. The video interviews help validate that our recruiters are speaking to the same person who submitted the mandatory forms of government ID to satisfy our identity verification requirements.

Additionally, we conduct drug screening, immunization checks and background checks for all team members. Prior to any team member arriving onsite, we ensure that all paperwork is in order, so our team is ready to work on Day 1. These steps culminate in ensuring that we are selecting the best qualified talent for the job.

Healthcare IT Leaders is not only looking for qualified candidates but also for individuals who display teamwork, integrity, excellence, compassion, and innovation. We ask behavioral questions that get at the heart of a candidate's personality and values to

validate that we have a consultant who will fit into our dynamic culture. Our desire is to make sure that each candidate feels as comfortable about joining the project as we do, resulting in a productive and dependable member of the team who enjoys contributing to the team and the success of the project.

In supporting large scale and rapid rollout events that require a significant number of resources, Healthcare IT Leaders proactively identifies alternate candidates for every location. By identified alternates on a per-locations basis, Healthcare IT Leaders can rapidly fill unforeseen vacancies with minimal interruptions to ensure a proper, warm handoff between resources.

Table 1 highlights our staffing process from candidate identification through the completion of his/her placement.

**Table 1. Healthcare IT Leaders’ Staffing Process Highlights**

<b>Candidate Sourcing</b>	<ul style="list-style-type: none"> <li>• Trusted Job Boards</li> <li>• LinkedIn Network</li> <li>• Referrals from Current Consultants</li> </ul>
<b>Screening &amp; Shortlisting</b>	<ul style="list-style-type: none"> <li>• Curriculum Vitae or Resume Review</li> <li>• Background Questions</li> <li>• Licensure Check</li> <li>• Skillset Matching</li> </ul>
<b>Final Selection</b>	<ul style="list-style-type: none"> <li>• Interview with Recruiting Manager and Clinical Lead</li> <li>• Contract Sent and Executed</li> <li>• Schedule Check</li> <li>• Credentialing/Onboarding Initiated</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>• Provided Virtually to All Resources via Healthcare IT Training Director and Team</li> <li>• Our Adherence to All CDC Guidelines</li> <li>• Our Adherence to All State Guidelines Dependent on Project Location and State Laws</li> <li>• Our Use of Clinical Workflow for COVID-19 Projects</li> <li>• Extensive Training with RN Supervisors</li> </ul>
<b>Retention</b>	<ul style="list-style-type: none"> <li>• Weekly Check-Ins with Clinical Team</li> <li>• Additional on-the-job training if needed</li> <li>• Competitive Rates</li> <li>• Benefits Offered to All Consultants</li> </ul>
<b>Replacement</b>	<ul style="list-style-type: none"> <li>• Replacement Resources Recruited /Onboarded at Onset of Project</li> <li>• Replacement Clinical Support Resources Trained and Onsite Within 48-72 Hours</li> </ul>

### *Multi-Level Support Team*

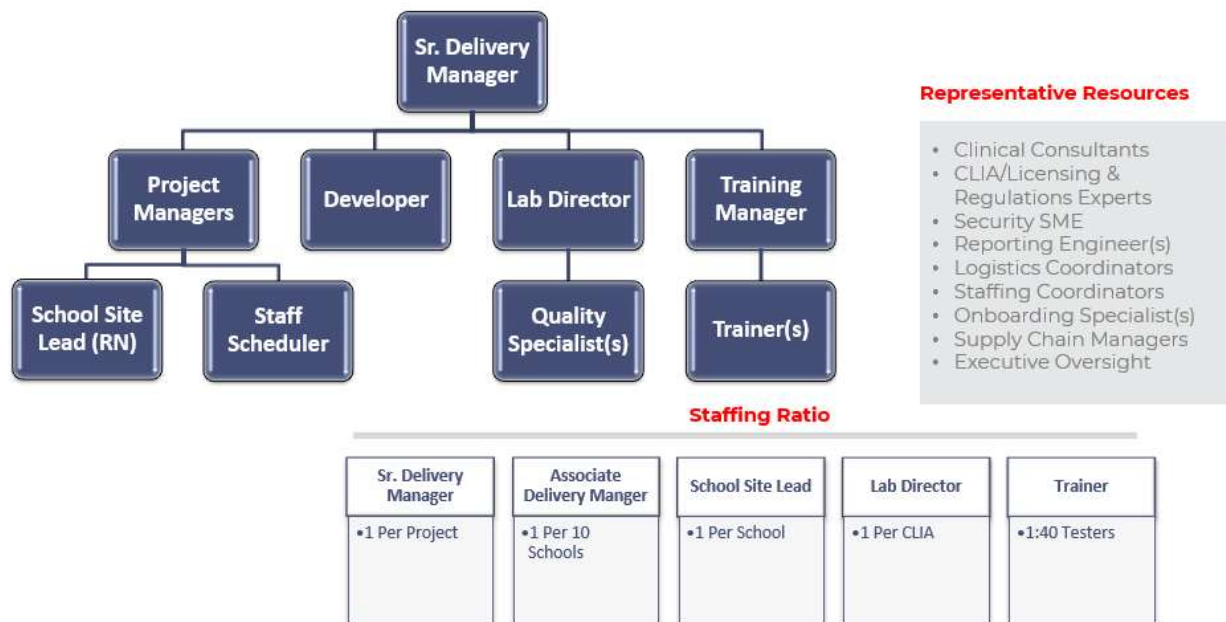
As with our current OUSD contract for COVID testing, Healthcare IT Leaders will assign both a dedicated (onsite) and leveraged (remote/backup onsite resources) team to this engagement. This approach allows seamless flexibility in the event of an unexpected spike in test demand or a last-minute shift in a testing event. Furthermore, this allows for an easy transition if a dedicated resource needs to be replaced.

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## Onsite Support Team

- 1) Program Director
  - Direct all components of the engagement from activation to deactivation in launching a COVID-19 testing solution at each site across the state.
  - Define roll-out schedule across all sites/regions.
  - Partner with school/school district/OUSD stakeholders in solidifying the onsite testing/vaccination center, testing/vaccination
  - Finalize & oversee lab implementation checklist for each site.
  - Assess and drive awareness of new market solutions that could improve efficiency to OUSD's testing solution in a cost-neutral or cost-savings manner.
  - Possess 10-15+ years of project management experience
- 2) Site Supervisor
  - Lead on-sites teams in designing/executing operational workflow, identifying/mitigating risks, and reporting overall project status to a wide variety of stakeholders.
  - Identify, triage, and resolve any technical issues.
  - Evaluate and report on supply statuses and ensure replenishment actions.
  - Host daily meetings with on-site support teams and distribute communications.
  - Leverage technical and workflow expertise to create and improve upon processes.
  - Be a neutral party that offers checks and balances to all parties involved.
  - Track patient satisfaction and ensure satisfaction of all parties involved.
  - Possess Registered Nurse or Licensed Practical Nurse clinical certification.
- 3) Clinical Test Administrators
  - Lead and facilitate patient flow through the clinic or setting.
  - Evaluate test and procedure capacity, and adjust when needed.
  - Assist patients with mobility challenges through the clinical setting.
  - Perform the entire testing workflow, from registration of a new patient (as needed in a one-off fashion) to check-in, testing, and resulting (point of care).
  - Verbally review screening questions with patients at check-in (if OUSD required).
  - Clinical Certification – EMT, Lab / Med / Surg Tech, or Phlebotomist

Figure 1 presents the organizational chart for this engagement.



**Figure 1. Healthcare IT Leaders – OUSD Engagement Organizational Chart**

For vaccinations, although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

**Create staff schedules for testing and vaccinations as directed by District. Ability to provide testing and/or vaccinations during evenings and weekends preferred. Ability to provide COVID testing services during evenings and weekends during periods of high transmission and positivity rates required.**

Healthcare IT Leaders can follow two different approaches at the individual school level when it comes to scheduling:

- 1) Setup individual time blocks throughout the day to slot each person in throughout the day/week. **(Current scheduling approach we are using for OUSD today.)**
- 2) Schedule grades/classes by day of the week

With either option, Healthcare IT Leaders will be able to provide scheduling reminders at the most optimal frequency and lead time to help ensure that all individuals attend testing.

Healthcare IT Leaders can similarly provide two different support models for the testing experience, depending upon OUSD’s preference.

- 1) A dedicated Clinical Site Lead (RN) at every school to be the testing liaison, along with a Clinical Test Administrator, and perform all COVID-19 testing services for a given school throughout the week. This model would provide the ultimate flexibility and easily accommodate both Athletics and the human logistics element in the event someone



misses his/her scheduled testing window. The onsite team would be scaled with additional clinical resources based upon the projected testing volume.

2) A mobile testing team that would spend a dedicated testing day onsite at each school to complete the entire testing population and then rotate to a new school the following day. This can be a slightly less intrusive testing model; however, it provides less flexibility from a logistics perspective. Off-hours or over-the-counter testing options can be incorporated to ensure that no one is missed. **(Current testing support model we are using for OUSD.)**

Figure 2 shows a sample of Healthcare IT Leaders current OUSD COVID testing schedule for this spring term. We will partner with OUSD to expand to all locations, finalize testing/vaccinations windows, and publish an updated schedule for everyone's awareness before the start of this engagement.

TEAM	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Ruth's Team 1</b> 7:30am - 4pm Start Date 3/14/2022	Oakland Tech High School Address: 4351 Broadway Avenue, Oakland, CA 94611 Point of Contact: Kenny Pursler (Assistant Principal), 510-774-5507; Alexis Grey-Lawson (Community School Manager), 510-500-6625 Testing Location: Auditorium	Skyline High School Address: 12250 Skyline Blvd, Oakland, CA 94619 Point of Contact: Bianca D'Allesandro (Principal), 401-527-4428 Testing Location: Campus Culture building (Left side of school, by teacher parking)	Montera Middle School Address: 5555 Ascot Dr, Oakland, CA 94611 Point of Contact: Darren Avenet (Principal), 908-405-8664 Testing Location: Building 300	Skyline High School Address: 12250 Skyline Blvd, Oakland, CA 94619 Point of Contact: Bianca D'Allesandro (Principal), 401-527-4428 Testing Location: Campus Culture building (Left side of school, by teacher parking)	Westlake Middle School/Metwest High School (Huggins Campus) Address: 2629 Harrison St, Oakland, CA 94612 Point of Contact: Shalonda Gregory (Principal - Metwest), 502-681-7073; Maya Taylor (Principal - Westlake), 510-305-3832 Testing Location:
<b>Michele's Team 2</b> 7:30am - 4pm Start Date 3/14/2022	Edna Brewer Middle School Address: 3748 13th Ave, Oakland, CA 94610 Point of Contact: August Spafford (Community School Manager), 510-407-0793 Testing Location: Gym	Oakland High School Address: 1023 MacArthur Blvd, Oakland, CA 94610 Point of Contact: Pam Moy (Principal), 415-530-0678; Sherry Kassenbrock (School Nurse), 510-773-1760 Testing Location: Hallway by Main Office	Metwest High School (Huerta Campus) Address: 314 E 10th St, Oakland, CA 94606 Point of Contact: Shalonda Gregory (Principal), 502-681-7073 Testing Location:	Oakland High School Address: 1023 MacArthur Blvd, Oakland, CA 94610 Point of Contact: Pam Moy (Principal), 415-530-0678; Sherry Kassenbrock (School Nurse), 510-773-1760 Testing Location: Hallway by Main Office	Oakland Tech High School Address: 4351 Broadway Avenue, Oakland, CA 94611 Point of Contact: Kenny Pursler (Assistant Principal), 510-774-5507; Alexis Grey-Lawson (Community School Manager), 510-500-6625 Testing Location: Auditorium
<b>Michele's Team 3</b> 7:30am - 4pm M/T/Th/F Second Shift: 9:30am-6pm Start Date 3/14/2022	Cleveland 745 Cleveland St, Oakland, CA 94606	Fremont 4610 Foothill Blvd, Oakland, CA 94601	ICS/TCN 2825 International Blvd, Oakland, CA 94601	Esperanza 10315 E St, Oakland, CA 94603	Cleveland 745 Cleveland St, Oakland, CA 94606
<b>Ruth's Team 4</b>	Esperanza 10315 E St, Oakland, CA 94603	Oakland International HS 4521 Webster St, Oakland, CA 94609	Santa Fe 915 54th St, Oakland, CA 94608	Fremont 4610 Foothill Blvd, Oakland, CA 94601	ICS/TCN 2825 International Blvd, Oakland, CA 94601

**Figure 2. Example Schedule Illustration Snippet**

For vaccinations, although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

### Program Administration

**Conduct COVID testing, which may include rapid antigen, point of care NAAT, and/or PCR testing, at identified District sites. Notify school site staff of positive cases.**

Healthcare IT Leaders brings a comprehensive turnkey managed service OUSD solution that is built upon our proven COVID-19 Testing playbook and incorporates our best practices and lessons learned in templated procedures. Our solution allows a tailored approach by site type/operations team, ensuring minimal effort for sites. For example, our standard escalation procedure (automated and manual) can be customized for a given site by identifying the roles to be alerted (i.e., site nurse) if an individual tests positive.

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**Engagement Phase** – Healthcare IT Leaders will partner with OUSD to standardize the test type solution (i.e., Rapid Antigen with Confirmatory Rapid PCR), finalize testing sites, and finalize the initial testing schedule. In addition, all contractual documents will be executed, and additional compliance documents turned over to OUSD. Upon contract execution, Healthcare IT Leaders will shift into the Assessment and Design Phase to finalize the overall project plan and procedures, including OUSD-required reporting data and frequency of reporting.

**Assessment and Design Phase** – Healthcare IT Leaders proposes an assessment and design phase to ensure our goal of an agreed-upon comprehensive, standardized testing solution. During this phase, we will evaluate the overall event timeline, logistics, facility layout, and key testing drivers. We will work with OUSD to identify the appropriate stakeholders and process owners and will develop a comprehensive testing solution customized to each site. OUSD’s assistance required by OUSD will be minimal and limited specifically to the design phase. Upon completion of the design phase, Healthcare IT Leaders will publish a standardized testing program that documents all processes, procedures, and requirements.

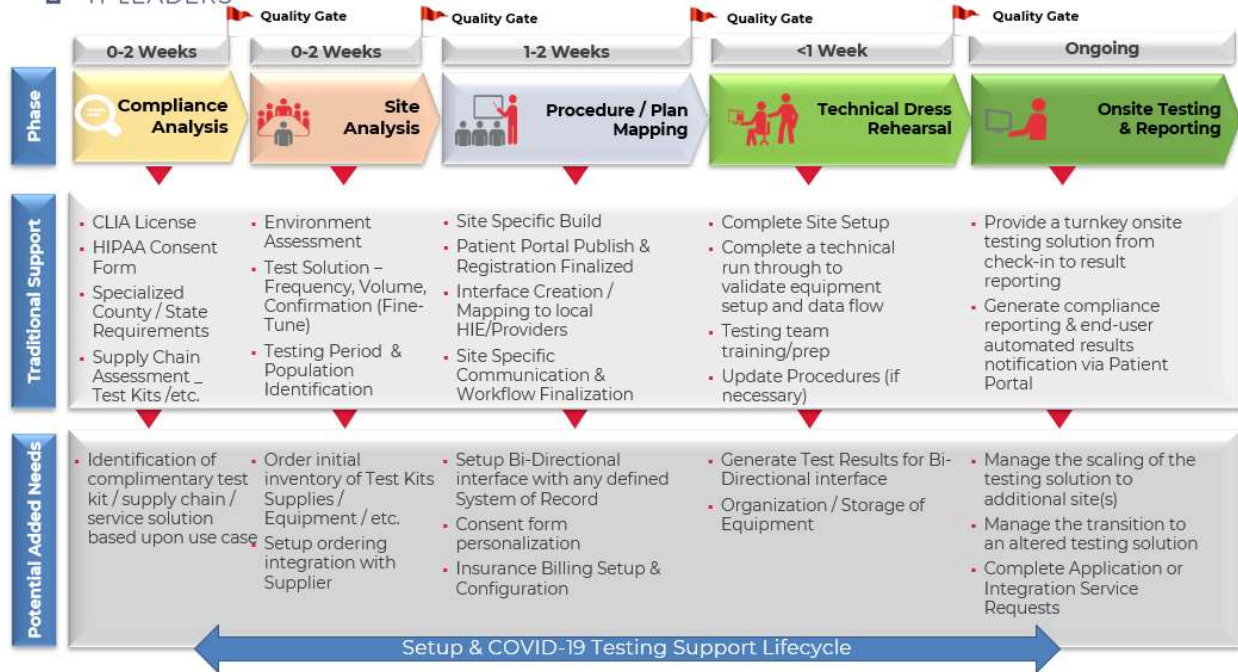
**Testing Phase** – The Testing Phase will consist of an initial rollout across all impacted sites and then ongoing in line with the finalized weekly testing schedules. Throughout the Testing Phase, we will deliver a comprehensive COVID-19 testing solution, from check-in to results through back-end reporting. OUSD will be able to batch upload or individually log outside test results or new individuals to be tested.

In the event of a positive Rapid Antigen test result, the Healthcare IT Leaders Site Supervisor will immediately escalate to the school, as well as to the individual prior to initiating a Confirmatory Rapid PCR (30-minute turnaround time) to verify the result. If the positive result is confirmed, the positive individual will be routed through our agreed-upon escalation procedure. After each testing period, a compliance summary report, along with the other OUSD-required reports, will be submitted to the appropriate audience for review in alignment with the agreed-upon communication plan.

**Operations and Continuous Process Improvement Phase** – Once testing is initiated and operations stabilize, the project management and leadership teams will host performance meetings with key stakeholders and process owners both internally and with OUSD. During these meetings we will review previous performance reports and track progress towards established goals and identify service improvement opportunities. Healthcare IT Leaders will also partner with OUSD to assess demand management, pairing current trending testing volume with any future drivers, such as athletic season start /stop. This approach will allow us to strengthen our partnership by aligning requirements to OUSD’s expectations and long-term goals.

Figure 3 is a snapshot of the implementation workstreams that are completed in parallel for each testing site.





**Figure 3. Healthy Returns – Implementation Timeline**

**Capacity**

Healthcare IT Leaders does not have a limitation on the number of tests that can be delivered per week, as we are prepared to cover the full population testing weekly. We will include an additional 20-percent capacity for athletics testing, as well as another 20-percent capacity for one-off testing or short spikes in demand.

Healthcare IT Leaders faces no limitation in the hours or days the testing facility can remain open, as many current clients operate 24/7/365 and require multi-shift coverage through the week and weekend. As a part of the project initiation phase or upon further due diligence, Healthcare IT Leaders will partner with the Project Sponsor and Key Stakeholders from the OUSD to develop the most efficient yet flexible standing testing schedule. At this time, Healthcare IT Leaders can fully commit to and align with the testing requirements set forth within the RFP. As a part of the test schedule finalization will be a conservative projection as to the test population by school/day to deliver the most cost-efficient solution.

**Administer COVID, influenza, and other vaccinations.**

Although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

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**Create materials to advertise COVID testing, and vaccinations, for OUSD or specific school communities.**

Through our existing testing contract with OUSD, Healthcare IT Leaders is familiar with the area's population and culture. In communicating directly with students and their families, we would work directly with the schools to leverage their outbound communications, including regular content and updates for school newsletters and calendars. Additionally, we would do outreach to community health centers in the District to support our efforts.

**Conduct outreach to students, families, and staff about available COVID testing services and vaccination services.**

Under our current contract with CDPH for COVID testing, we work with Safely Opening Schools (SOS) on community outreach. We will continue this partnership for the OUSD COVID testing and vaccination services contract, leveraging SOS proven outreach programs (<https://safelyopeningschools.org/>)

*Safely Opening Schools partners with the California Department of Public Health to support the rollout of school-based rapid antigen testing across the state. We provide technical assistance to school districts about how to set up school COVID-19 testing programs and work with school communities to incentivize consents for broad support for on-site COVID-19 testing*

In addition to the school and community clinic-based outreach strategies noted above, we plan to work with the Oakland Athletics to encourage vaccination within the OUSD service area. We are in direct contact with the team's Director of Community Engagement and have discussed options that include social media promotion, on-air public service announcements, and vaccination clinics at the stadium, where vaccine recipients are incentivized with free game tickets.

**Manage and track consent forms to ensure students, staff, and families have consented to participate in COVID testing and in vaccinations. The proposal must include an example of the partner's vaccination consent form. The proposal must also confirm the partner is willing to use the Primary consent form for COVID testing, and will accept testing consent by students ages 13 and older without additional parental consent.**

Healthcare IT Leaders has a built-in e-consent form acknowledgement and tracking capability that is personalized based upon the audience either teachers/adults or parents/guardians on behalf of a child. Healthcare IT Leaders will provide personalized templates for both use cases that will be personalized in partnership with OUSD over the course of the Design Phase.

For vaccinations, although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

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***Use of OUSD's Primary database for testing is required.***

Yes, Healthcare IT Leaders will use OUSD's Primary database for testing, just as we are in completing COVID testing for OUSD today.

***For vaccinations, maintain or make available a data system for administering vaccinations. System must have ability for online appointment registration and automatic follow-up reminders when subsequent vaccination shots are due. To encourage vaccination participation, partner may not require submission of health insurance or other data not directly necessary for the administration of the vaccination. Vaccinations must be uploaded into the California Immunization Registry (CAIR). Manage lab partnerships to process tests (if applicable).***

In a partnership built for OUSD, Healthcare IT Leaders is joining a local healthcare provider to deliver the required vaccination services. This partnership will allow Healthcare IT Leaders to reinforce the COVID-19 testing services that we are currently providing to OUSD with one of the best pediatric healthcare providers in the Bay Area. This local provider will bring a proven clinical team to deliver all current and future expanded vaccinations (supply and service), as well as be a vital asset in community outreach and continuum of care. This partnership encompasses the best of both worlds between a healthcare provider that has served the Oakland community for 100+ years and Healthcare IT Leaders, the current OUSD COVID-19 testing incumbent, delivering COVID-19 testing services not just through two K-12 state engagements, but also providing COVID-19 services across 500+ sites.

Although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

***Transport PCR tests to drop-off sites. PCRs must be delivered in shipping bags at the courier box on the same day they are administered.***

Although Healthcare IT Leaders can provide a traditional lab-processed PCR test (24-hour turnaround time) or 5:1 pooled PCR test with an automatic Reflex PCR test (24-hour turnaround time), we recommend a rapid-focused testing solution. This solution consists of a Rapid Antigen (15-minute turnaround time) followed by a confirmatory Rapid PCR test (30-minute turnaround time) if the Rapid Antigen Test is positive or if the individual requires a PCR test only (high-contact athletics or symptomatic for example). This rapid testing solution allows for the most expedited approach and response if an individual tests positive to avoid additional close contacts and in turn positive cases.

***Inventory and order COVID tests and/or vaccines (if applicable).***

Healthcare IT Leaders long-standing strategic relationship with the direct test manufacturers and labs gives us preferred access to test kits, analyzers, and supplies, as well as market-competitive pricing for all tests. This has allowed us to meet our clients' escalated start dates and reorders without fear of a product shortage. Additionally, Healthcare IT Leaders has a standalone designated test inventory with a multi-month lead as insurance against disruptions from a manufacturer.

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Healthcare IT Leaders does not have a limitation on the number of tests that can be delivered per week as we are prepared to cover the full population testing weekly. We will keep at least 2 weeks of test product at all times, including an additional 20-percent capacity for athletics testing, as well as another 20-percent capacity for one-off testing or short spikes in demand.

Healthcare IT Leaders will perform a daily inventory of all testing supplies/product at each site. Healthcare IT Leaders OUSD dedicated supply chain team will review these inventory statuses daily and reorders tests if the inventory volumes dip below a 1-month capacity.

For vaccines, although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

***Perform quality control measures necessary for COVID tests and/or vaccinations.***

Healthcare IT Leaders follows federal, state, local and manufacturers' guidance on administration, storage, disposal, waste, and all associated components.

**Testing Workflow** – Every test procedure, from set up through specimen collection, is completed in strict alignment with the Instructions For Use (IFU) documentation provided by the test manufacturer and a part of the US Food and Drug Administration (FDA) Emergency Use Authorization (EUA). Additionally, external quality control procedures are followed at the beginning of each testing day, as well as for each new lot of test kits.

**Workflow/Training Materials** – All test protocols and procedures are created by our Certified Lab Director and validated by our California-certified physician. To ensure compliance, every clinical tester and lead then completes full certification training on using the tests.

**Result Capture** – Every rapid test result is captured via a screenshot or picture within the system for test result verification in the event a dispute is made by the impacting individual or parent / guardian and an audit is required.

**Multi-Level Site Support Team** – The onsite team is overseen by an Operational Clinical Lead whose primary responsibility, in addition to ensuring a smooth process flow, is to verify that every step in the testing program is performed in alignment with the documented procedures and that defined safety checks are performed. The testing teams who report to the Operational Clinical Lead work in pairs, with each pair including a lead test of higher clinical experience and/or clinical certification. The Lead Tester completes any task requiring a higher level of complexity and provide side-by-side oversight and support to reinforce the authorized procedures.

Healthcare IT Leaders also implements staff-related quality assurance measures to prevent resource-specific problems. We hire the right people, using a seven-step recruitment process for each individual. This process includes three reference checks, clinical certification verification, and a final interview with our Clinical Advisor.

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Manufacturers of COVID-19 tests and vaccines are responsible for quality control of their products. Healthcare IT Leaders performs quality control of the Federal Drug Administration (FDA) Emergency Use Authorization procedures used to deliver the tests and vaccines. As an example, one of our partner's manufacturing sites have established and maintained acceptance procedures, where appropriate, to ensure that the characteristics of the product are monitored and measured to verify that specified requirements for the in-process product are met. Evidence of conformity with acceptance criteria is documented and maintained, including the person(s) authorizing the release of product. All manufacturing facilities are 21 CFR 820 certified.

This partner maintains a robust supplier risk program that evaluates several risk domains, including financial, performance, cyber security, human sustainability (e.g., labor, talent, etc.), natural or man-made disasters, commodity risks, capacity, business continuity, COVID safety protocols, location, etc. This partner also maintains a vigorous supplier quality program that drives supplier performance and manages risks throughout their supply chain. They manage each risk through various mitigation activities, such as strategic inventory builds (e.g., hurricane inventory), multi-supplier sourcing, providing assistance to suppliers, etc. Their global scale and risk management program enables them to anticipate and manage challenges before they become an industry-wide issue.

Our partner understands the regulatory approval process and all documents. They provide Quality Certificates for many products certifying that these products have been manufactured and tested in accordance with their specifications. Certifications are located with their Regulatory Documents.

For vaccinations, although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

***Provide COVID tests and vaccinations (preferred), PPE (gloves, masks, gowns, shields, etc.), other testing supplies (sanitizer, biohazard bags, etc.), and equipment (laptops, tablets, chargers, printers, scanners, canopies, heaters, etc.). OUSD will provide wifi, tables, chairs, outdoor locations, indoor locations, and site point of contract.***

Healthcare IT Leaders clinical solution will consist of the following elements:

- Testing Program Development – Facility identification, testing schedule, workflow procedures, and logistics
- Testing Solution – Traditional Point-of-Care Rapid Antigen with a Confirmatory Rapid PCR (30-Minute TAT) that can also be used for athletics or one-off testing
- Fully Integrated Technology Platform – Automated flow of results and in turn all downstream reports/dashboards/notifications (<2-second processing from result entering the platform to dashboard/reports/result notifications being updated)
- Patient Portal & Reporting Platform – Inclusive of test result/vaccination record tracking, scheduling, daily health screens/surveys, individual demographic, and automated result e-mail/SMS notification.



- Automated/Schedulable Reports – School, OUSD, and Department of Health tailored (can also be viewed live or downloaded on demand)
- Multi-Tiered Support Team – Medical advisory board, program management, clinical staff, logistics coordination, reporting engineers, program dedicated trainers, onsite support team, etc.
- Inventory Management – Test kits, Personal Protective Equipment (PPE), barcode labels, biohazard waste containment, etc.
- Site Setup – Lab location selection, site signage, hardware (laptops, barcode scanners, and barcode printers), biohazard waste removal, etc.

For vaccinations, although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

***Conduct biohazard waste removal and disposal for all events.***

For testing, Healthcare IT Leaders will provide an onsite biohazard waste removal via mail-back containers to ensure the most flexible yet compliant solution.

For vaccinations, although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

**How many locations at one time can the proposer offer testing?\***

Healthcare IT Leaders can offer testing at any and all locations simultaneously.

**How many days per week can the proposer offer testing at the number of locations listed above?\***

Healthcare IT Leaders faces no limitation in the hours or days on which we conduct testing at all the locations listed above. Many of our corporate clients operate 24/7/365 and require multi-shift coverage through the week and weekend. As a part of the Design Phase upon further due diligence, Healthcare IT Leaders will partner with the OUSD project sponsor and key stakeholders to develop the most efficient yet flexible testing schedule. Healthcare IT Leaders can fully commit to and align with the testing requirements set forth in the RFP. Included in the final test schedule will be a conservative projection of the test population by shift/day to ensure the most cost-efficient solution.

**For how many hours per day can the proposer offer testing at each location listed above?\***

Please see our detailed response to this question in the immediate question above.

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There is no limitation to the hours per day or days per week; however, it may result in an inefficient solution.

**What type(s) of tests can be offered at each site and how many of each type of test can be offered each day (based on the number of hours listed above)?**

At each site listed above, Healthcare IT Leaders can offer Rapid Antigen, Rapid PCR, At-Home Rapid Antigen/At-Home PCR, Traditional PCR, or 5:1 Pooled PCR. Additionally, there is no volume limitation from a test type or testing perspective.

However, to provide the most efficient solution, Healthcare IT Leaders would partner with OUSD during the Design Phase to identify the preferred testing solution composition and standardize it across the school district. From there, Healthcare IT Leaders will ensure at least a 2-week supply covering the full school population, a 20-percent buffer for athletics, and a 20-percent contingency buffer onsite to preclude a disruption in testing.

**Are there any specific testing locations the proposal must be assigned or can OUSD assign any site at its discretion?\***

Healthcare IT Leaders has no specific testing locations that we must be assigned and can provide testing services at any/all locations in scope. In the event of a multi-vendor award, Healthcare IT Leaders recommends that we be assigned the OUSD schools at which we are performing testing under our current contract as this will result in the least disruption to those impacted schools.

**Are there any age restrictions on whom the proposer is able to test? If yes, describe.**

Healthcare IT Leaders can perform testing for everyone associated with the in-scope population without limitation in line with tests approved under Federal Drug Association (FDA) Emergency Use Authorization (EUA).

**Can the proposer provide evening and weekend services as required? Confirm that the proposer can provide the testing services during expanded evening and weekend hours as needed during periods of hightransmission and positivity rates. Describe the proposer's capacity for expanded evening and weekend hours during other periods for testing or vaccinations.**

Please see our detailed response to this question above.

There is no limitation to the hours per day or days per week that we can conduct testing. Healthcare IT Leaders can also embed our testing solution with leave-behind at-home COVID tests (Rapid Antigen Digitally Read or Rapid Antigen Online Proctored or PCR) to allow a 100% flexible option if there is a wide spectrum of off-hour needs and this test method is acceptable.

**Confirm that the proposer will use Primary and any other District testing tools for testing.**

Yes, as we are doing for our current testing contract with OUSD, Healthcare IT Leaders will use Primary and any other OUSD testing tools in the delivery of a successful testing program.

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**Can the proposer use a consent form as determined by OUSD? If the proposer will use its own consent form, please include an example of the consent form the partner proposes to use and how the proposer will collect consents from families.**

Yes, Healthcare IT Leaders can adopt OUSD's consent form as Healthcare IT Leaders is actively using in its current testing engagement with OUSD.

**Can the proposer administer COVID, influenza, and other vaccines (including providing both qualified staff and vaccine supply)? Describe the proposer's vaccination services and address each of the Specific Activities Required listed above.**

Although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

**Is the proposer able to administer vaccines to both children and adults? If there are age restrictions on whom the proposer may vaccinate, describe.**

Although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

**Is the proposer a County-contracted vaccine provider? Can the proposer use the County vaccine consent form? Does the proposer register vaccinations in the California Immunization Registry (CAIR)?**

Although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

Healthcare IT Leaders can adopt the County vaccine consent form and has a pre-established connection with CAIR to properly register all vaccinations.

**Describe the proposer's database for administering vaccinations.**

Although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this



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partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

## **2). Experience with COVID Testing, and Vaccinations. (200 points).**

**Describe in detail the agency's experience implementing COVID testing and COVID, influenza, and other vaccinations, including experience with each of the activities listed in the "Specific Activities Required" section above.**

### **COVID-19 Testing**

The situation surrounding COVID-19 is evolving almost daily. Standing up a comprehensive COVID-19 onsite testing solution requires the coordination of multiple work streams that include licensing, supplies, equipment, technology, and a blend of clinical and IT resources and processes.

Healthcare IT Leaders has tackled this problem by joining the care-coordination, clinical arm of our company with our top-ranked healthcare IT arm. As a result, we have developed a unique COVID-19 testing practice called Healthy Returns. Our goal is to help both clients and the nation return to normalcy. Today, the Healthy Returns practice encompasses 500+ sites, 500+ testers, and clients across almost every market (corporate, public, provider, school systems, and higher education).

Healthcare IT Leaders is one of a small number of vendors that can operate as part of California Department of Public Health's (CDPH's) COVID school testing program. CDPH's satisfaction with our performance led them to recommend us to Oakland Unified School District (OUSD) to perform comprehensive COVID-19 testing services and provide qualified and trained personnel. Under our contract with OUSD, where we have replaced other testing vendors, we are also responsible for communication, coordination, and scheduling of testing services in partnership with OUSD, as well as for project management. Our team uses OUSD's data collection and reporting platform from Primary Health to record test results; we provide testing services under CDPH's provided CLIA license. We conduct testing primarily during OUSD's operating hours; however, we readily test during evening and weekend hours to best accommodate OUSD students, staff, and their families. To date, we have performed over 10,000 tests for OUSD and were asked to take over six regional sites beginning April 1, 2022. In addition, we have converted to cover the testing through the CDPH program. We currently have 30 Testers covering 13 testing sites.

### **Vaccinations**

In a partnership built for OUSD, Healthcare IT Leaders is joining a local healthcare provider to deliver the required vaccination services. This partnership will allow Healthcare IT Leaders to reinforce the COVID-19 testing services that we are currently providing to OUSD with one of the best pediatric healthcare providers in the Bay Area. This local provider will bring a proven clinical team to deliver all current and future expanded vaccinations (supply and service), as well as be a vital asset in community outreach and continuum of care. This partnership encompasses the best of both worlds between a healthcare provider that has served the Oakland community for 100+ years and Healthcare IT Leaders, the current OUSD COVID-19 testing incumbent, delivering COVID-19 testing services not just through two K-12 state engagements, but also provided COVID-19 services across 500+ sites.

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Although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.

### **3). School and Community Relationships (100 points).**

#### **Describe in detail the agency's experience partnering with OUSD and/or serving the OUSD community.**

Through our existing COVID testing contract with OUSD, Healthcare IT Leaders has performed over 10,000 tests for OUSD and was asked to take over six regional sites beginning April 1, 2022. In addition, we have converted to cover the testing through the CDPH program. We currently have 30 Testers covering 13 testing sites. This extensive testing support has enabled us to form a strong working partnership with OUSD and become a trusted partner, validating the recommendation by CDPH to select Healthcare IT Leaders as a testing vendor. Through this partnership, we have developed an understanding of OUSD's priorities, practices, preferences, and environment.

Additionally, our engagement with the students and their families, as well as the wider community through our testing services, and with SOS in encouraging greater participation in the program, has enabled us to understand the community culture, concerns, and strengths. Healthcare IT Leaders will leverage this understanding in working with OUSD and the community in the future.

### **4). Student and Family Outreach (100 points).**

#### **Describe, in detail, the agency's experience and capacity to implement outreach to increase engagement and participation in COVID testing and (if applicable) COVID, influenza, and other vaccinations. Describe capacity to implement family workshops and plans to support Oakland's diverse family community. Describe strategies to increase participation among diverse and underserved populations.**

Through our existing testing contract with Oakland, Healthcare IT Leaders is familiar with the area's population and culture. In communicating directly with students and their families, we would work directly with the schools to leverage their outbound communications, including regular content and updates for school newsletters and calendars. Additionally, we would do outreach to community health centers in the District to support our efforts.

Under our current contract with CDPH for COVID testing, we work with Safely Opening Schools (SOS) on community outreach. We will continue this partnership for the OUSD COVID testing and vaccination services contract, leveraging SOS proven outreach programs (<https://safelyopeningschools.org/>)

*Safely Opening Schools partners with the California Department of Public Health to support the rollout of school-based rapid antigen testing across the*

*state. We provide technical assistance to school districts about how to set up school COVID-19 testing programs and work with school communities to incentivize consents for broad support for on-site COVID-19 testing*

In addition to the school and community clinic-based outreach strategies noted above, we plan to work with the Oakland Athletics to encourage vaccination within the OUSD service area. We are in direct contact with the team’s Director of Community Engagement and have discussed options that include social media promotion, on-air public service announcements, and vaccination clinics at the stadium, where vaccine recipients are incentivized with free game tickets.

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

#### **Company Profile**

**Provide the following information about your company:**

- o The full company name (and any former name or dba names used), address, location, and phone number for your headquarters, branch and area offices that would support the District.
- o List the name(s), telephone number(s), and locations of your representatives who can be contacted regarding this proposal and any future business.
- o Include company web address, if available.

The requested company information is provided in Table 2.

**Table 2. Company Information**

<b>Name</b>	Healthcare IT Leaders, dba W3 LLC
<b>Headquarters Address</b>	925 North Point Pkwy, Suite 425 Alpharetta, GA, 30005
<b>Headquarters Phone Number</b>	(888) 731 0114
<b>Boston Address</b>	26 Forest Ridge, Suite 7 Rowley, MA 01969
<b>Representatives</b>	Colin Delaney (978)-766-6219 925 North Point Pkwy, Suite 425 Alpharetta, G
<b>Web Address</b>	HealthcareITLeaders.com

**Please attach a short history of the company including whether it is local, national, or international, as well as the approximate number of employees, firm offices, and locations**

Founded in 2011 and based in Alpharetta, GA, Healthcare IT Leaders is a leading national provider of integrated clinical, IT, and operational solutions for healthcare delivery. We serve over 300 healthcare clients, including large healthcare providers (The Cleveland

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Clinic, RWJ/Barnabas, Scripps Health), leaders in higher education (Notre Dame, UCLA), and major corporate employers (UHG/Optum, Unilever, Lonza, Becton Dickinson).

Our leadership team is drawn from premier healthcare organizations, consultancies, and workforce solutions firms, including Stanford Healthcare, Providence Health and Services, Deloitte, Accenture, IBM, Randstad, and Epic Systems. We employ over 1,000 individuals, including approximately 800 clinicians and IT consultants on current engagements. As a measure of the quality of our work, we are ranked #1 for Healthcare Business Solutions by KLAS® Research<sup>1</sup>, a leading independent analyst organization.

**Please attach evidence that supports the viability of the company for the duration of the contract.**

Healthcare IT Leaders, LLC, and its parent company W3, LLC, along with its subsidiaries mentioned within this proposal, use Generally Accepted Accounting Principles (GAAP). Healthcare IT Leaders is a privately held, for profit entity and Generally Accepted Accounting Standards requires that our accounting system be maintained on an accrual basis. Anytime financial disclosures are issued outside of the firm, the statements will be in conformance. Our policies and procedures address performing as a for profit entity. Our Chart of Accounts provides for the identification of costs-by-costs objective for identifying the annual costs to operate. We use basic standards for identifying costs incurred to meet a specific cost objective. We have policies and procedures that provide guidance to all employees for accounting, time, expense, cost allocation, and unallowable costs, as applicable. Direct charging of these costs may be done through specific identification of costs to the objectives within the project or contract. The cost identification techniques described in this document have a utility whenever management wants to measure productivity, determine the cost of a particular management objective, and determine the cost to be billed to a customer.

Additional guidance can be found in our Employee Handbook. Our policies are updated to account for adoption our internal accounting software systems. This software includes timekeeping, expense reporting, and accounting. These policies are integrated with the procedures in the accounting system. Our accounting department is led by a Certified Public Accountant (CPA), and our Chief Operating Officer (COO), for which the Accounting Department reports, is also a CPA. We use outside independent accounting firms, as well as support requested audits from our clients.

Below is our financial summary for the year 2020 and for 2021 through November.

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<sup>1</sup> KLAS Research, Copyright 2022

Income Statement	2020	YTD 2021-11
Revenue	69,301,468	93,407,047
Cost of Goods Sold	52,093,052	68,785,659
Gross Profit	17,208,416	24,621,389
Internal Payroll	10,471,440	12,334,263
G&A and	5,136,428	6,985,847
Total Costs	15,607,868	19,320,110
Net Income	1,600,548	5,301,278
Balance Sheet	2020	YTD 2021-11
Current Assets	14,938,066	24,057,950
Fixed Assets	190,678	320,370
Other Assets	1,759,894	3,133,267
TOTAL ASSETS	16,888,638	27,511,587
Total Liabilities	2,780,178	8,101,848
Retained Earnings	12,507,913	14,108,461
Net Income	1,600,548	5,301,278
Total Equity	14,108,461	19,409,739
TOTAL LIABILITIES & EQUITY	16,888,638	27,511,587

Appendix A contains further evidence of our financial stability in the consolidated financial statements of our parent company, W3 LLC, and all subsidiaries (to include Healthcare IT Leaders) for the year ending December 31, 2020.

## Professional Qualifications

### Provide a succinct summary of the organization’s overall qualifications and capacity to provide the services requested in this RFP.

The COVID-19 situation is evolving almost daily, requiring a flexibility that Healthcare IT Leaders is experienced in providing. Standing up a comprehensive COVID-19 onsite testing solution requires coordinating multiple work streams that include licensing, supplies, equipment, technology, and a blend of clinical and IT resources and processes.

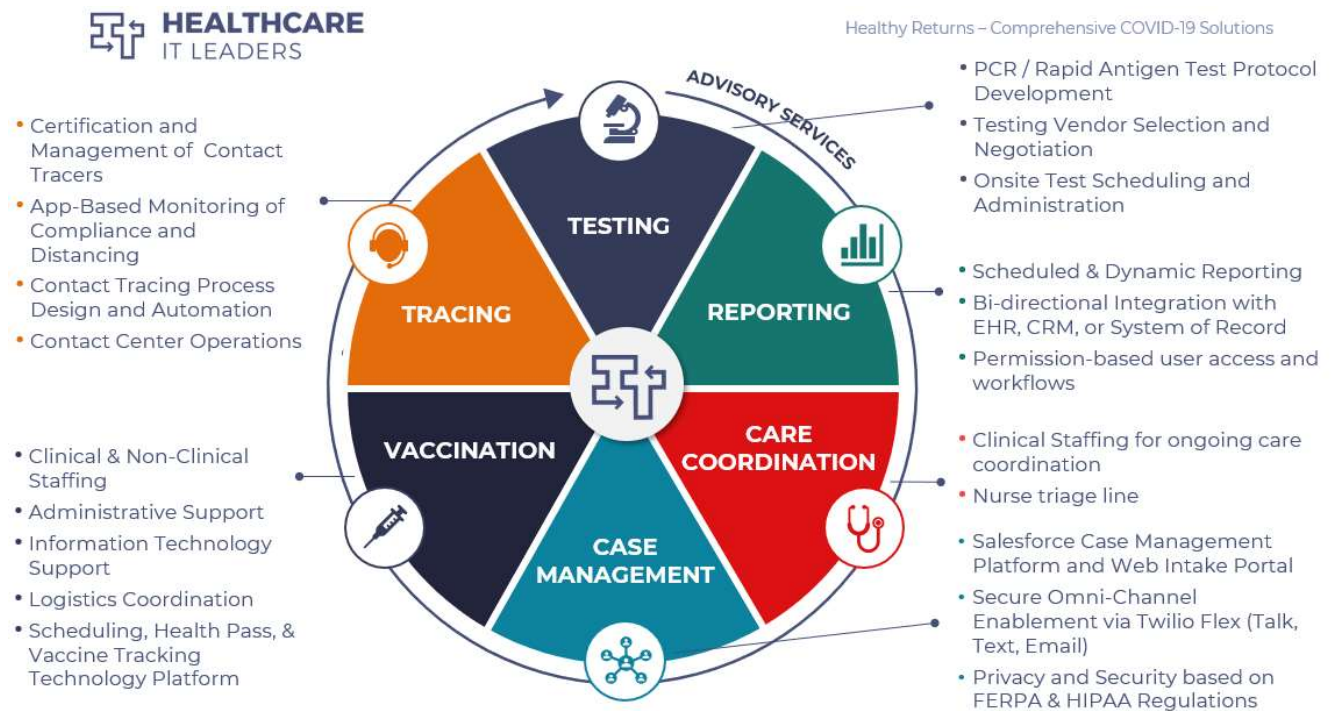
Healthcare IT Leaders has successfully addressed this requirement by joining our care-coordination, clinical division with our top-ranked healthcare IT division. As a result, we have developed a unique COVID-19 services practice called **Healthy Returns**, with the goal of helping both clients and the nation return to normalcy. Our **Healthy Returns** practice encompasses 500+ sites, 500+ testers, and clients across a spectrum of diverse markets, both public and private. Among the industries our clients represent are education (all levels), governments, healthcare, manufacturing, construction, conference and events, travel and hospitality, real estate, and utilities. Additionally



Healthcare IT Leaders is one of a small number of vendors that can operate as part of California Department of Public Health's (CDPH's) COVID school testing program. CDPH's satisfaction with our performance led them to recommend us to Oakland Unified School District (OUSD) to perform comprehensive COVID-19 testing services and provide qualified and trained personnel. Under our contract with OUSD, where we have replaced other testing vendors, we are also responsible for communication, coordination, and scheduling of testing services in partnership with OUSD, as well as for project management. Our team uses OUSD's data collection and reporting platform from Primary Health to record test results; we provide testing services under CDPH's provided CLIA license. We conduct testing primarily during OUSD's operating hours; however, we readily test during evening and weekend hours to best accommodate OUSD students, staff, and their families. To date, we have performed over 10,000 tests for OUSD and were asked to take over six regional sites beginning April 1, 2022. In addition, we have converted to cover the testing through the CDPH program. We currently have 30 Testers covering 13 testing sites.

### COVID-19 Testing Services

Healthcare IT Leaders delivers a wide variety of tests (10+ tests in use today), from 15- to 30-minute Rapid Antigen and PCR tests to more traditional individual/pooled send-out tests. We also bring a strong focus on end-user experience. Healthcare IT Leaders offers hands-on knowledge, best practice methods, and comparative client models to ensure that OUSD testing program has the most current options and insights. Subsequent paragraphs present a comprehensive view of our COVID-19-related solutions that we are delivering for our clients. Figure 4 illustrates these services.



**Figure 4. Overview of Healthy Returns Services**

Healthcare IT Leaders is a strategic partner to Becton Dickinson (BD), Henry Schein, Tempus Labs, and Eurofins Scientific - all global leaders in medical diagnostics and production of various types of both Rapid Antigen and PCR tests. Our relationships give us preferred access to test kits and supplies, as well as competitive pricing for all tests. As a strategic partner with in-depth clinical, lab, and top-ranked healthcare IT expertise, we are the ideal partner to support OUSD in COVID-19 testing services. Healthcare IT Leaders brings tenure, numerous awards, comprehensive healthcare solutions, and designations in both the clinical and healthcare IT arenas as evidence of our directly relevant experience and expertise. These qualities enable us to meet or exceed our clients' requirements and ensure the success of their COVID-19 testing programs.

### Value Proposition

Healthcare IT Leaders' solution includes a multi-tiered support team to ensure the highest level of service and a repeatable service delivery spanning the full spectrum of testing services. Healthcare IT Leaders coordinates and manages strategic partnerships in the lab, technology, manufacturing, and distribution segments to support our COVID-19 engagements. We not only have experience managing testing programs using a wide variety of tests (10+ tests in use today), from 15 to 30-minute rapid antigen and PCR tests to more traditional individual/pooled send-out tests, but we also bring a strong focus on end-user experience (one of the most overlooked aspects in COVID-19 testing programs). Our success in user-experience is evidenced by client requests for us to replace other vendors who cannot deliver the same level of service. Figure 5 summarizes the elements of our user-experience focus.



**Figure 5. Healthcare IT Leaders' End User Experience Management Focus Areas**

Healthcare IT Leaders' background with patient experience programs for hospitals enables us to apply an effective, streamlined, optimized process, making each testing experience a positive one. Some examples of our user-centric model include a smartphone-enabled patient portal, a mobile health pass, insurance billing capabilities, telehealth visit integration, and dynamic result notifications. Additionally, Healthcare IT Leaders can configure direct integration with local provider(s) to enable any individualized service

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needs that are required as a result of test outcomes. Our comprehensive services provide a complete continuum of care.

Healthcare IT Leaders can add value to OUSD through the expanded functionality of our technology platform. We can embed key elements, such as automated results notification to the individual, insurance billing, direct integration, and automated results reporting at the site/operations team/OUSD levels. We have in-depth expertise developing new interfaces, report design, system variety, and delivery. This strong background ensures that an integrated view is provided to OUSD. These capabilities come at no additional charge to OUSD. Healthcare IT Leaders can also integrate medical charts with local health providers for outside wrap-around services, or we can incorporate our own wrap-around services, such as telehealth visits, a nurse triage line, and contact tracing. Healthcare IT Leaders' goal is to deliver a one-stop-shop of support, providing a heightened end-user experience that will only increase as the engagement progresses.

## **Vaccination Services**

In a partnership built for OUSD, Healthcare IT Leaders is joining a local healthcare provider to deliver the required vaccination services. This partnership will allow Healthcare IT Leaders to reinforce the COVID-19 testing services that we are currently providing to OUSD with one of the best pediatric healthcare providers in the Bay Area. This local provider will bring a proven clinical team to deliver all current and future expanded vaccinations (supply and service), as well as be a vital asset in community outreach and continuum of care. This partnership encompasses the best of both worlds between a healthcare provider that has served the Oakland community for 100+ years and Healthcare IT Leaders, the current OUSD COVID-19 testing incumbent, delivering COVID-19 testing services not just through two K-12 state engagements, but also providing COVID-19 services across 500+ sites.

Although the local healthcare provider and Healthcare IT Leaders have worked together for years, we are still finalizing the contractual partnership for this specific engagement. Therefore, at this time Healthcare IT Leaders is unable to share the intricacies of our vaccination services procedures and platform other than stating that the local healthcare provider has been delivering these services to the public since inception. Once this partnership agreement is finalized, Healthcare IT Leaders will provide all requested detailed responses and documentation to OUSD in line with this RFP.



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## Appendix A, 2020 Combined Financial Statement

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**W3, LLC AND SUBSIDIARIES**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**YEAR ENDED DECEMBER 31, 2020**  
**with**  
**INDEPENDENT ACCOUNTANTS'**  
**REVIEW REPORT**

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## INDEPENDENT ACCOUNTANTS' REVIEW REPORT

### The Members

#### W3, LLC and Subsidiaries

We have reviewed the accompanying consolidated financial statements of W3, LLC and Subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2020, and the related consolidated statement of income, members' equity and cash flows for the year then ended, and the related notes to the consolidated financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the consolidated financial statements as a whole. Accordingly, we do not express such an opinion.

### Management's Responsibility for the Consolidated Financial Statements

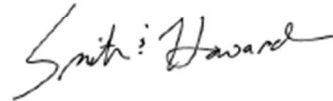
Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement whether due to fraud or error.

### Accountants' Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the consolidated financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

### Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.



June 3, 2021

**W3, LLC AND SUBSIDIARIES  
CONSOLIDATED BALANCE SHEET  
DECEMBER 31, 2020**

**ASSETS**

Current Assets	
Cash	\$ 2,709,386
Accounts receivable, less allowance for doubtful accounts of \$199,376	12,182,646
Contract assets - unbilled receivables	2,411,901
Prepaid expenses and other current assets	621,003
Due from members	33,967
Total Current Assets	<u>17,958,903</u>
Property and Equipment, Net	<u>491,704</u>
	<u>\$ 18,450,607</u>

**LIABILITIES AND MEMBERS' EQUITY**

Current Liabilities	
Accounts payable and accrued liabilities	\$ 1,656,507
Accrued payroll	2,300,840
Contract liabilities - deferred revenue	1,122,978
Deferred rent	31,451
Total Current Liabilities	<u>5,111,776</u>
Lines of Credit	4,595,151
Paycheck Protection Program Loan	6,248,607
Accumulated Losses From Equity Method Investment	197,735
Members' Equity	<u>2,297,338</u>
	<u>\$ 18,450,607</u>

See accompanying notes and independent accountants' review report.

**W3, LLC AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENT OF INCOME**  
**YEAR ENDED DECEMBER 31, 2020**

Revenues	\$ 73,820,811
Cost of Revenues	<u>55,719,091</u>
Gross Profit	18,101,720
General and Administrative Expenses	<u>17,033,879</u>
Income from Operations	1,067,841
Other Income (Expense)	
Interest expense	(389,656)
Other income	<u>1,181,804</u>
	<u>792,148</u>
Net Income	<u>\$ 1,859,989</u>

See accompanying notes and independent accountants' review report.

**W3, LLC AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENT OF MEMBERS' EQUITY**  
**YEAR ENDED DECEMBER 31, 2020**

	Retained Earnings (Accumulated Deficit)	Paid-in Capital	Members' Equity
Balance, December 31, 2019	\$ (662,651)	\$ 1,100,000	\$ 437,349
Net Income	<u>1,859,989</u>	<u>-</u>	<u>1,859,989</u>
Balance, December 31, 2020	<u>\$ 1,197,338</u>	<u>\$ 1,100,000</u>	<u>\$ 2,297,338</u>

See accompanying notes and independent accountants' review report.

**W3, LLC AND SUBSIDIARIES  
CONSOLIDATED STATEMENT OF CASH FLOWS  
YEAR ENDED DECEMBER 31, 2020**

Cash Flows from Operating Activities:

Net Income	\$ 1,859,989
Adjustments to Reconcile Net Income to Net Cash	
Provided by Operating Activities:	
Bad debt expense	194,579
Depreciation	152,852
Gain from equity method investments	(313,819)
Increase in accounts receivable	(2,095,605)
Decrease in contract assets - unbilled receivables	676,334
Increase in prepaid expenses and other current assets	(238,842)
Increase in accounts payable and accrued liabilities	109,866
Increase in accrued payroll	746,716
Increase in contract liabilities - deferred revenue	924,917
Decrease in deferred rent	<u>(47,119)</u>
Total Adjustments	<u>109,879</u>
Net Cash Provided by Operating Activities	<u>1,969,868</u>

Cash Flows from Investing Activities:

Acquisitions of property and equipment	(186,796)
Distributions received from equity method investment	299,754
Proceeds from sale of equity method investment	<u>530,792</u>
Net Cash Provided by Investing Activities	<u>643,750</u>

Cash Flows from Financing Activities:

Repayments on lines of credit, net	(6,160,329)
Proceeds from paycheck protection program loan	7,789,400
Repayments on paycheck protection program loan	<u>(1,540,793)</u>
Net Cash Provided by Financing Activities	<u>88,278</u>

Net Increase in Cash	2,701,896
Cash at Beginning of Year	<u>7,490</u>
Cash at End of Year	<u>\$ 2,709,386</u>

**Supplemental Disclosure of Cash Flow Information:**

Cash paid for interest:	<u>\$ 389,656</u>
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See accompanying notes and independent accountants' review report.



**W3, LLC AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 1 – DESCRIPTION OF BUSINESS**

Nature of Business

W3, LLC ("W3") was founded in 2008 and, through its subsidiaries mentioned below, provides various consulting and comprehensive staffing and recruitment services. Healthcare IT Leaders, LLC ("HIT") connects hospitals, large group practices and consultancies with top talent for enterprise-wide healthcare IT initiatives, RunMobile, LLC ("RM") helps companies build, deploy and manage mobile apps and software solutions to power enterprises and Run Consultants, LLC ("Run") provides integrated IT consulting, workforce and technology solutions across the United States of America. Post-Acute Care Leaders, LLC ("PAC"), Post-Acute Care Leaders – Florida, LLC ("PAC-FL"), and Post-Acute Care Leaders – New York, LLC ("PAC-NY") provide high-quality, Post-Acute care for Skilled Nursing Facilities. PAC, PAC-FL, and PAC-NY are 70% owned by W3. W3, HIT, RM, Run, PAC, PAC-FL, and PAC-NY are collectively referred to herein as (the "Company").

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of Accounting

The Company follows accounting standards set by the Financial Accounting Standards Board ("FASB"). The FASB sets accounting principles generally accepted in the United States of America ("GAAP").

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of W3, LLC and its subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of the assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements as well as the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

**W3, LLC AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Revenue Recognition

Revenue is recognized at an amount the Company is entitled to upon transferring control of goods or services to customers. Revenue is recognized over time as performance obligations are satisfied and recognition criteria are met. Substantially all the Company's revenues are recognized from temporary staffing and consulting services. Revenues for these services are recognized based upon hours worked multiplied by an agreed upon rate, an "input method" of recognition. Revenues are presented net of sales rebates and other similar adjustments in the accompanying consolidated financial statements.

Accounts Receivable, Contract Assets, and Contract Liabilities

Accounts receivable represent amounts due from customers for revenues on customary credit terms, net of the Company's estimate of uncollectible amounts. The Company grants credit to its customers during the normal course of business.

Contract assets consist of unbilled receivables and represent amounts recognized as revenues based on services performed and will be invoiced in a subsequent period. At January 1, 2020 the Company had \$3,088,235 in unbilled receivables, all of which were billed during the year ended December 31, 2020.

Contract liabilities consist of unrecognized revenues and represent amounts received in advance from customers based on services to be performed and will be recognized as revenue in a subsequent period. At January 1, 2020 the Company had \$198,061 in unearned revenues, all of which were earned during the year ended December 31, 2020.

Concentration of Credit Risk

The Company maintains its cash in bank deposit accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk related to cash. If liquidity issues arise in the global credit and capital markets, it is at least reasonably possible that these changes in risks could materially affect the amounts reported in the accompanying consolidated financial statements.

The Company has significant accounts receivable due from one customer which represents approximately 12% of accounts receivable at December 31, 2020. Although financially stable, the Company could be subject to material risk should this customer's operations deteriorate. The Company monitors this customer closely to minimize the risk of loss.



**W3, LLC AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Property and Equipment

Property and equipment is carried at cost less accumulated depreciation. Depreciation is recognized over the estimated useful lives of the assets, ranging from 3 - 7 years, using the straight-line method. Maintenance and repairs are charged to operations as incurred.

Equity Method Investments

The Company has non-controlling interests in companies that are accounted for using the equity method, under which cost is adjusted for the Company's share of the underlying income or loss and for distributions of the companies. During 2020, the Company sold one of its equity method investments (see Note 8). The remaining equity method investment has accumulated losses which exceed the carrying amount of the investment. As these accumulated losses are primarily related to the start-up costs of the investment and not expected to continue on a recurring basis the accumulated losses have been presented as a liability on the accompanying consolidated balance sheet.

Income Taxes

The Company is treated as a partnership for federal and state income tax purposes with the earnings and losses of the Company being included in the members' income tax returns. Consequently, the Company's income or loss is presented without a provision or credit for federal and state income taxes.

The Company annually evaluates all federal and state income tax positions. This process includes an analysis of whether these income tax positions the Company takes meet the definition of an uncertain tax position under the Income Taxes Topic of the Financial Accounting Standards Codification.

In the normal course of business, the Company is subject to examination by federal and state taxing authorities. In general, the Company is no longer subject to tax examinations for tax years ending before December 31, 2017.

Risks and Uncertainties

The Company has experienced a significant disruption of normal business operations caused from COVID-19. At this time, the Company does not expect that the outbreak will have a continued material adverse effect on the Company's business or financial results; however, it is reasonably possible that changes in risks in the near term could occur which could result in a material change to the consolidated financial statements.

**W3, LLC AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020**

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Subsequent Events

Management has evaluated subsequent events through the date of this report, which is the date the consolidated financial statements were available to be issued.

**NOTE 3 – PROPERTY AND EQUIPMENT**

The components of property and equipment were as follows at December 31, 2020:

Computer hardware and software	\$ 895,845
Furniture and fixtures	302,157
Leasehold improvements	14,730
	<u>1,212,732</u>
Accumulated depreciation and amortization	<u>(721,028)</u>
	<u>\$ 491,704</u>

**NOTE 4 – LINES OF CREDIT**

The Company has a revolving line of credit with a bank providing for maximum borrowings of \$10,000,000, bearing interest at 1-month LIBOR rate plus 2.75% (an effective rate of 2.90% at December 31, 2020), and is due May 31, 2022. At December 31, 2020, there were no outstanding borrowings on the revolving line of credit. The revolving line of credit has certain financial covenants of which the Company was in compliance with as of December 31, 2020.

The Company has another line of credit which is secured by the investment account of a member. The maximum borrowings vary depending on the underlying value of the member's investment account. At December 31, 2020, maximum borrowings allowed under this line were \$5,960,509. At December 31, 2020, outstanding borrowings were \$4,595,151 with a variable interest rate of 2.65%. The line does not have a maturity date and is classified as long-term in the accompanying consolidated balance sheet.



**W3, LLC AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020**

**NOTE 5 – PAYCHECK PROTECTION PROGRAM LOAN**

In April 2020, the Company obtained a Small Business Administration (“SBA”) loan under the Paycheck Protection Program Flexibility Act (“PPPFA”) in the amount of \$7,789,400. The Paycheck Protection Program (“PPP”) loan bears interest at 1% and will follow the repayment terms outlined by the Coronavirus Aid, Relief, and Economic Securities Act (the “CARES Act”) and PPPFA. The Company may apply for PPP loan proceeds to be forgiven with the lending institution, provided the proceeds are used within a specified timeframe to cover certain payroll and other expenses as outlined in the CARES Act and the PPPFA. Initial repayments of the loan amount are deferred until the date the SBA remits the loan forgiveness funds to the lending institution, or until 16 months after the end of the forgiveness covered period if the Company does not apply for forgiveness. During 2020, the Company repaid a portion of the PPP loan. At December 31, 2020, the PPP funding balance was \$6,248,607 and recorded as a liability on the consolidated balance sheet. The Company has applied for and expects to receive forgiveness for this loan.

**NOTE 6 – MEMBERS' EQUITY**

At December 31, 2020, the rights, privileges, and quantities of each class of shares of the Company are as follows:

- Class W3 Shares. There are 18,820,312 of the Class W3 shares authorized, issued and outstanding at December 31, 2020. The holders of these shares have the right to receive distributions when declared by the Board of Managers, to share in the profits and losses of the Company, and to vote upon, approve, or otherwise consent to actions of the Company. The Class W3 shares have voting rights and hold restrictive covenants that require their written approval for any major structure, financial or business decisions. The Class W3 shares also have ownership rights to the following subsidiaries.
- Class HIT Shares. There are 1,506,194 of the Class HIT shares authorized, issued and outstanding at December 31, 2020. Holders of Class HIT shares have the right to participate in the net profits, net losses and distributions of HIT.
- Class RC Shares. There are 990,543 of the Class RC shares authorized, issued and outstanding at December 31, 2020. Holders of Class RC shares have the right to participate in the net profits, net losses and distributions of RC.
- Class RM Shares. There are 18,820,312 of the Class RM shares authorized, issued and outstanding at December 31, 2020. Holders of Class RM shares have the right to participate in the net profits, net losses and distributions of RM.

**W3, LLC AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020**

**NOTE 6 – MEMBERS' EQUITY (Continued)**

- Class PAC Shares. There are 1,000,000 of the Class PAC shares authorized, issued and outstanding at December 31, 2020. Holders of Class PAC shares have the right to participate in the net profits, net losses and distributions of PAC.
- Class PAC-FL Shares. There are 1,000,000 of the Class PAC-FL shares authorized, issued and outstanding at December 31, 2020. Holders of Class PAC-FL shares have the right to participate in the net profits, net losses and distributions of PAC-FL.
- Class PAC-NY Shares. There are 1,000,000 of the Class PAC-NY shares authorized, issued and outstanding at December 31, 2020. Holders of Class PAC-NY shares have the right to participate in the net profits, net losses and distributions of PAC-NY.

The Company is governed by the provisions of its Amended and Restated Operating Agreement (the "Agreement"). Distributions are to be allocated in accordance with the Agreement. The Agreement requires the Company to distribute cash to the members sufficient for each member to pay its estimated tax liability at least annually. All other distributions shall be made at the discretion of the Board of Managers, in the order and with the preferences stipulated by the Agreement. The Company's profits and losses are also to be allocated in accordance with the Agreement. As defined in the Agreement, liquidation preferences exist between classes of shares.

**NOTE 7 – COMMITMENTS**

The Company leases certain office space under noncancelable operating leases expiring in various years through October, 2022.

Minimum future commitments under noncancelable operating leases are as follows for years ending December 31:

2021	\$ 177,811
2022	35,020
	<u>\$ 212,831</u>

Rental expense under the operating leases approximated \$231,000 for the year ended December 31, 2020.

**W3, LLC AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 8 – SALE OF EQUITY METHOD INVESTMENT**

Prior to December 2020, the Company had a non-controlling interest in The Crevalle Group ("Crevalle"), which was recorded as an equity method investment. During December 2020, all interest in Crevalle was sold to a third party. Cash consideration received in excess of the equity method investment is presented within other income on the accompanying consolidated statement of income. Approximately \$231,000 of the cash consideration related to the transaction was held in escrow at December 31, 2020 and is therefore presented within accounts receivable on the accompanying consolidated balance sheet. In addition to the cash consideration there are certain earnout and contingent provisions associated with the sale; any gains resulting from these provisions will be recorded in the future period when the results are no longer contingent.





**B. LEGAL INFORMATION**

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

Yes

No

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

---

---

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

Yes

No

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

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

Yes

No

If yes, provide details:

---

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

Yes

No

If yes, provide details:

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## Exhibit B

### References:

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

#### Reference 1:

Customer Name: Modesto City Schools

Contact Name: Aurora Licudine

Title: Chairperson, School Nurses

Address: 426 Locust St. Modesto, CA 95351

Phone Number: (209) 574-1605

Email: [Licudine.A@monet.k12.ca.us](mailto:Licudine.A@monet.k12.ca.us)

Services Provided: COVID-19 Rapid Antigen Testing for Students, Athletics Programs as well as support and training of Modesto City Schools Staff

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

---

#### Reference 2:

Customer Name: California Department of Public Health

Contact Name: Tim Klippert

Title: COVID-19 Testing Consultant

Address: 1430 N St. Sacramento, California 95814

Phone Number: 279-204-8272

Email: [tim.klippert@cdph.ca.gov](mailto:tim.klippert@cdph.ca.gov)

Services Provided: Providing full-service onsite clinical support team includes 100+ resources across a multi-tiered governance model.

---

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

---

**Reference 3:**

Customer Name: San Joaquin Delta College

Contact Name: Alese Campbell

Title: Director of COVID-19 Response

Address: 5151 Pacific Ave, Stockton, CA 95207

Phone Number: 209-481-9605

Email: [alese.campbell@deltacollege.edu](mailto:alese.campbell@deltacollege.edu)

Services Provided: Provide Covid-19 Rapid Antigen for Student and Faculty, Contact Tracing, and Vaccine Verification services

---

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

---

**Reference 4:**

Customer Name: CIC Health

Contact Name: Ghazala Siddiqui

Title: Delivery Service

Address: 737 Concord Ave Cambridge, MA 02138

Phone Number: 617-800-4501

Email: [ghazala.siddiqui@cic.com](mailto:ghazala.siddiqui@cic.com)

Services Provided: Full-service onsite COVID-19 testing for 95 schools districts encompassing 250+ schools. Healthcare IT Leaders onsite clinical support team includes 250+ resources across a multi-tiered governance model

---

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?


---

## Exhibit C

### Proposal Price Form

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

Cost Per Hour	
Cost Per Testing Hour <u>Per Site</u> :	\$187.50 (see assumptions p2)
Total # of Sites Proposed:	101
Total Cost Per Testing Hour <u>At All Proposed Sites</u> :	\$18,937.50
Cost Per Day	
Cost Per Testing Day <u>Per Site</u> :	
Total # of Sites Proposed:	
Total Cost Per Testing Day <u>At All Proposed Sites</u> :	
Cost Per Month	
Cost Per Testing Month <u>Per Site</u> :	
Total # of Sites Proposed:	
Total Cost Per Testing Month <u>At All Proposed Sites</u> :	

Signature  \_\_\_\_\_  
Bob Bailey (Apr 22, 2022 09:53 EDT)

Print Name: Bob Bailey

Title: Chief Executive Officer

Company Name: W3, LLC (dba Healthcare IT Leaders, LLC)

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

Date: April 22, 2022

## Pricing Assumptions:

- Testing hour price does not reflect overtime.
- Testing hours on a day/week will vary based upon school size.
- Pricing includes Healthcare IT Leaders being able to leverage the CLIA license on file with CDPH as it currently used for OUSD testing
- Pricing includes all testing supplies, inclusive of hardware, PPE, and biohazard removal for our teams.
- Prior to testing start, testing team size and shift duration will be finalized in partnership with OUSD to ensure maximum.
- Healthcare IT Leaders can also provide an all-inclusive rate card mirroring the current COVID-19 testing billing structure that we have directly with OUSD.
  - As an expansion to the current testing services, Healthcare IT Leaders would offer reduced rates as a result of economies of scale
  - Roles:
    - Clinical Test Administrator – \$60/Hour
    - Site Supervisor – \$90/Hour
    - Program Director – \$140/Hour

## **Exhibit D**

### **Terms and Conditions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



incorporated therein shall be binding on the parties thereto.

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

18. Time – Time is of the essence.

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

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

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

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

Signature:   
[Bob Bailey \(Mar 31, 2022 17:31 EDT\)](#)


Date: 03/31/2022

**EXHIBIT E**

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

I am aware of and hereby certify that neither Bob Bailey nor W3, LLC (dba Healthcare IT Leaders, LLC) its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 31st day of March 2022 for the purposes of submission of this bid.

By   
Bob Bailey (Mar 31, 2022 17:31 EDT)

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

Bob Bailey  
\_\_\_\_\_  
Typed or Printed Name

CEO  
\_\_\_\_\_  
Title

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

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

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

\_\_\_\_\_  
Title

## **EXHIBIT F INSURANCE**

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

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

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



## DESCRIPTIONS (Continued from Page 1)

### Workers Compensation Information:

Hanover Insurance Company - Policy #WMAA744758 - Eff Date: 11/01/2021 Exp Date: 11/01/2022

State Schedule - AL AR AZ CA CO CT DC DE FL GA ID IL IN IA KS KY LA MA ME MD MI MN MO MS MT NE NH NJ NV NM  
NY NC OK PA RI SC SD TN TX UT VA VT WV WI

Other States - All states except ND, OH, WA, WY

### Crime Information:

Hanover Insurance Company - Policy #BDA1045937 - Eff Date: 11/01/2021 Exp Date: 11/01/2022

\$5,000,000 Limit - Employee Theft - \$40,000 Retention

\$5,000,000 Limit - Client Property - \$40,000 Retention

\$5,000,000 Limit - Computer Fraud - \$40,000 Retention

\$5,000,000 Limit - Funds Transfer Fraud - \$40,000 Retention

### Technology Professional - Errors and Omissions / Cyber and Privacy Security:

Hanover Insurance Company - Policy #LHAD751721 - Eff Date: 11/01/2021 Exp Date: 11/01/2022

Claims Made: Y (Retroactive Date: 11/01/2008)

Errors and Omissions Liability - Each Claim Limit: \$20,000,000

Cyber and Privacy Security Liability - Each Claim Limit: \$20,000,000

Technology Liability Coverage - Aggregate Limit: \$20,000,000

Retention - Each Claim: \$50,000

Fines and Penalties and Regulatory Defense: \$5,000,000

Waiver of subrogation by written contract or agreement

### Commercial Follow Form Excess and Umbrella Policy:

Hanover Insurance Company - Policy #UHAA762368 - Eff Date: 11/01/2021 Exp Date: 11/01/2022

Schedule of Underlying Policies

ZBAA762407 - Commercial General Liability and Auto Liability

WMAA744758 - Employers Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

#### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
  - (a) After the equipment lease expires; or
  - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
  - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
  - (b) Managers or lessors of premises if:
    - (i) The occurrence takes place after you cease to be a tenant in that premises; or
    - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. **Additional Insured – Primary and Non-Contributory**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

**Additional Insured – Primary and Non-Contributory**

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS, Definition 3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:



- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

**6. Knowledge of Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

**7. Liberalization Clause**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Liberalization Clause**

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**8. Medical Payments – Extended Reporting Period**

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

**9. Newly Acquired Or Formed Organizations**

**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

**10. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph **g.(2)** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

**11. Supplementary Payments Increased Limits**

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

**12. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**13. Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – TECHNOLOGY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage	Included
3.	Aggregate Limit per Location	Included
4.	Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew	Included
5.	Alienated Premises	Included
6.	Broad Form Named Insured	Included
7.	Damage to your Product	\$50,000
8.	Extended Property Damage	Included
9.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
10.	Mobile Equipment Redefined	Included
11.	Personal Injury – Broad Form	Included
12.	Product Recall Expense	
	- Each Occurrence Limit	\$25,000
	- Aggregate Limit	\$50,000
	- Deductible	\$500
13.	Property Damage Legal Liability – Broad Form	
	- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED**:

##### **Additional Insured – Broad Form Vendors**

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.
- b. The insurance afforded to such vendor described above:
  - (1) Only applies to the extent permitted by law;
  - (2) Will not be broader than the insurance

which you are required by the contract or agreement to provide for such vendor;

- (3) Will not be broader than coverage provided to any other insured; and
  - (4) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
- The insurance afforded to the vendor does not apply to:
- (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This

exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained within the exclusion in sub-paragraphs (4) or (6) above; or
  - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**2. Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage**

The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 2.a.(1):

Your "employees" and "volunteer workers" are insured for "bodily injury" that results from the providing of or failure to provide first aid by an "employee" or "volunteer worker", other than a licensed medical provider.

**3. Aggregate Limit Per Location**

a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**4. Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew**

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions, subparagraph g.:

This exclusion does not apply to:

**g. Aircraft, Auto or Watercraft**

An aircraft you do not own that is hired, chartered or loaned with a paid crew.

This exception does not apply if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

**5. Alienated Premises**

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions,** subparagraph **j.(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

**6. Broad Form Named Insured**

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- b. That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

**7. Damage to Your Product**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions,** subparagraph **k. Damage to Your Product** is replaced by the following:

"Property damage" to "your product" if caused by any of the following:

- (1) Delay in, or failure to begin, complete or deliver, "your product";
- (2) Loss of market;
- (3) Any fraudulent, malicious, criminal or intentional act committed by an insured or with an insured's consent or knowledge; or
- (4) Wear or tear, or gradual deterioration.

Subject to the Products Completed Operations Aggregate Limit, the Damage to "Your Product" Limit shown in the Schedule above is the most that we will pay because of all "property damage" to "your product" arising out of any one "occurrence".

Coverage provided by this section is subject to the Retention stated in the Declarations, and is subject to all other policy terms and conditions.

**8. Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions,** subparagraph **a.** is replaced by the following:

**a. Expected or intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**9. Incidental Malpractice – Employed Nurses, EMT's and Paramedics**

**SECTION II – WHO IS AN INSURED, Paragraph 2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

**10. Mobile Equipment Redefined**

**SECTION V – DEFINITIONS, Definition 12.** "Mobile Equipment", paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**11. Personal Injury – Broad Form**

**a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions,** subparagraph **e.** is deleted.

**b. SECTION V – DEFINITIONS, Definition 14,** "Personal and advertising injury" subparagraph **b.** is replaced by the following:

**b. Malicious prosecution or abuse of process.**

**c. The following is added to SECTION V – DEFINITIONS, Definition 14. "Personal and advertising injury":**

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

- (a) The insured;
- (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment,

prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS:**

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

## 12. Product Recall Expense

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph n. is replaced by the following:

n. **Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

- (4) Failure of any products to accomplish their intended purpose;
- (5) Breach of warranties of fitness, quality, durability or performance;
- (6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3.:

**COVERAGE A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE:**

**Product Recall Expense Limits of Insurance**

a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the

Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

**g. Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and
- (2) Cease any further release, shipment, consignment or any other method of

distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS:**

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- a. Necessary and reasonable expenses for:
- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
  - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
  - (3) Remuneration paid to your regular "employees" for necessary overtime;
  - (4) Hiring additional persons, other than your regular "employees";
  - (5) Expenses incurred by "employees" including transportation and accommodations;
  - (6) Expenses to rent additional warehouse or storage space;
  - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
  - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

**13. Property Damage Legal Liability – Broad Form**

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage

results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance**, item (a)(ii) is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET, AS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement  
Insured Healthcare IT Leaders, LLC

Effective Policy No.  
WMAA744758

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_



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

Labor Code § 3700

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

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

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

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

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

Contractor Name: W3, LLC (dba Healthcare IT Leaders, LLC)

By Bob Bailey

Signature of Authorized Signer  Bob Bailey (Mar 31, 2022 17:31 EDT)

Title of Signor CEO

By Bob Bailey

 Bob Bailey (Mar 31, 2022 17:31 EDT)

Signature of Authorized Signor  
CEO

Title of Signor

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

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

**EXHIBIT H**

**FINGERPRINTING CERTIFICATION**

To the Governing Board of Oakland Unified School District

I, W3, LLC (dba Healthcare IT Leaders, LLC), acknowledge and certify as follows: (Name of Contractor)

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

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

Executed at 925 North Point Parkway, Suite 425 Alpharetta, ~~California~~ <sup>Georgia</sup>, on 03/ 31 /2022

Bob Bailey

925 North Point Parkway, Suite 425  
Alpharetta, GA 30005

Typed or Printed Name  
CEO

Address  
(770) 633-3536

Title  
  
Bob Bailey (Mar 31, 2022 17:31 EDT)

Telephone Number

Signature

## NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

### CHECK (EDUCATION CODE SECTION 45125.1)

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

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

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

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

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

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

## EXHIBIT I

### NON-COLLUSION DECLARATION

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

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

03/31/2022

Date

W3, LLC (dba Healthcare IT Leaders, LLC)

Name of Vendor

Bob Bailey

Printed Name of Authorized Company Representative

  
Bob Bailey (Mar 31, 2022 17:31 EDT)

Signature of Authorized Company Representative

## EXHIBIT J

### PIGGYBACK CLAUSE

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

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

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

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

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

Option Granted                     YES

Option Granted                     NO




**EXHIBIT K**

**Authorized Vendor Signature**

**Prime Point of Contact**

**Proposal Submitted by:**

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

03/31/2022	 <small>Bob Bailey (Mar 31, 2022 17:31 EDT)</small>	Bob Bailey
Date	Signature/Title	Type or Print Name
W3, LLC (dba Healthcare IT Leaders, LLC)	925 North Point Parkway, Suite 425	Alpharetta, GA 30005
Name of Company	Address	City and State
(770)	633-3536	(678) 636-4439
Area Code	Telephone #	Fax #

800206231  
**\_\_\_\_\_**

Federal Tax ID Number

## EXHIBIT L

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

To submit a qualified proposal for RFP Bid No. 21-116CSSS,  
W3, LLC (dba Healthcare IT Leaders, LLC) ("Bidder") requests the specific OUSD records or data listed in Attachment A.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **LIABILITY**

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

## **TERMINATION**

A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14 days advance written notice to the Bidder, for any reason or no reason.

B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.

C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.

D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.

E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

## **GENERAL UNDERSTANDING**

A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.

B. This Agreement shall be governed by and construed under the laws of the State of California.


C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

### **Proposer:**

Bob Bailey, CEO

\_\_\_\_\_  
Name of Proposer's Signee

Date: 03/31/2022

  
\_\_\_\_\_  
Bob Bailey (Mar 31, 2022 17:31 EDT)

## DATA SHARING AGREEMENT 2022-2023

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

Healthcare IT Leaders, LLC

The PARTIES hereby agree as follows:

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

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

OUSD Data includes personally identifiable information from a student record, and:

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

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

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

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

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

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

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

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



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

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

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

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

**OUSD**

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

**RECIPIENT**

Name: Ted Justiss  
Title: COO  
Address: 925 North Point Pkwy, Ste 425  
City, ST Zip: Alpharetta, GA 30005  
Phone: 678-636-4441  
Email: Ted.Justiss@healthcareitleaders.com

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

**20. Status.**

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

- (ix) RECIPIENT provides its own tools, vehicles, and equipment to perform the services;
- (x) RECIPIENT can negotiate its own rates;
- (xi) RECIPIENT can set its own hours and location of work; and
- (xii) RECIPIENT is not performing the type of work for which a license from the Contractor’s State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

21. **Certificates/ Permits/ Licenses/ Registration.** RECIPIENT’s employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

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

- a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT (i) tests positive for COVID-19, or shows or reports symptoms consistent with COVID-19, and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- c. In addition of the requirements of subparagraph (b), RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

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

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

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

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

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

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



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

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


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

**RECIPIENT**

Name: Bob Bailey

Signature:   
Bob Bailey (Aug 3, 2022 14:03 EDT)

Position: Chief Executive Officer

Date: 08/03/2022

**OUSD**

Name: Preston Thomas

Signature: 

Position: Chief Systems and Services Officer Date: 8/15/22

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

Name: Sondra Aguilera

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

Position: Acting Secretary, Board of Education

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

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

## EXHIBIT A

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

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

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

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

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

Health and Wellness, students' school sites

**EXHIBIT B**

Please indicate each data element requested below.

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

Parent/Guardian Contact Information	Name	X
	Address	X
	Email	X
	Phone	X
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner	<input type="checkbox"/>
	Title 1 flag (schoolwide)	<input type="checkbox"/>
Student Contact Information	Name	X
	Address	X
	Email	X
	Phone	X
Local Identifiers	Local student ID number	X
	Teacher ID number	<input type="checkbox"/>
	State student ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app password(s)	<input type="checkbox"/>
	Dummy identifiers	<input type="checkbox"/>
Student Work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Current year GPA	<input type="checkbox"/>
	Cumulative GPA	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>

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