



SAN MATEO COUNTY OFFICE OF EDUCATION (SMCOE)

REQUEST FOR PROPOSAL STUDENT HEALTH RECORDS AND SERVICES PLATFORM

SMCOE 26-27 RFP-001

Due: August 14, 2026

Contact: Jared Prolo
San Mateo County Office of Education
101 Twin Dolphin Drive, Redwood City, CA 94065-1064
650-802-5356
Email: jprolo@smcoe.org

All dates subject to change at the sole discretion of SMCOE. Please continue to check our website throughout the proposal and selection periods for updates. <https://www.smcoe.org/about/request-for-proposals>

NOTICE CALLING FOR PROPOSALS

LOCAL EDUCATION AGENCY: SAN MATEO COUNTY OFFICE OF EDUCATION

PROPOSAL DEADLINE: August 14, 2026 4:00pm

PLACE OF RECEIPT: San Mateo County Office of Education
Attn: Jared Prolo
101 Twin Dolphin
Redwood City, California 94065-1064

Or by email at jprolo@smcoe.org

NOTICE IS HEREBY GIVEN that the San Mateo County Office of Education, hereinafter referred to as "SMCOE" will receive up to, but no later than, the above stated Proposal Submission Deadline, Proposals at the place identified above or electronically by email for its upcoming RFP No. 26-27 001 Student Health Records and Services Platform.

Request for Proposal documents can be downloaded on July 27, 2026, at
<https://www.smcoe.org/about/request-for-proposals>

Time is of the essence. SMCOE reserves the right to reject any and all submissions, to negotiate with any or all responsible Proposers, and to waive any deficiencies, irregularities or informalities in any proposal or during the evaluation process.

Any questions regarding the Request for Proposals shall be directed to Jarod Prolo at jprolo@smcoe.org, via e-mail *only* by 12:00 pm on August 3, 2026. All responses will be posted on the County Office of Education's website.

San Mateo County Office of Education

Publish: Local Newspaper – Week of July 27 & August 3, 2026

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1. Background and Overview

1.1 Overview

1.2 Requested Services

This solicitation (“RFP”) is intended to provide a mechanism for San Mateo County Office of Education to procure a high-quality student health records and services platform and related services (Solution).

SMCOE is seeking a Solution to help the County Office of Education increase access to behavioral health services, streamline service tracking, facilitate submission of claims for reimbursement, refine service delivery processes, and meet the requirements of the Children and Youth Behavioral Health Initiative Fee Schedule Program (CYBHI). Details regarding the CYBHI program are available at: <https://www.dhcs.ca.gov/CYBHI/Documents/CYBHI-Fee-Schedule-Program-Requirements-August-2025.pdf>.

SMCOE is soliciting qualified service Vendors, (hereafter referred to as “Vendor”, or “Contractor”) for one Solution. The Vendor shall submit a proposal (“Proposal”) for the purchase, requested implementation support and ongoing services for a student health records and services platform. The County Office of Education shall award the RFP to a single vendor offering the most favorable Proposal.

Quantities and timelines described in the RFP are **estimates** only and the County Office of Education does not guarantee its enrollment, level of participation, number of claims or other program metrics. The County Office of Education reserves the right to scale its participation in CYBHI and implementation to the County Office of Education’s need. Responding Vendors must list any minimum quantities or assumptions that may affect Proposal terms or pricing. Requirements noted by the Vendor, or exceptions to terms contained in this RFP, deemed excessive or restrictive by the County Office of Education, shall be cause for rejection.

1.3 Current Environment

SMCOE anticipates joining the cohort for participation in CYBHI that begins in August 2026. SMCOE is not currently doing any billing of private insurance or submission of claims for the CYBHI program. SMCOE is seeking a partner that can facilitate participation in CYBHI and coordinate with County Office of Education staff and existing vendors for LEA BOP and Medical billing for services outside of CYBHI.

SMCOE employs approximately 210 service providers, including psychologists, counselors, nurses, mental health specialists, elementary resource counselors, and other behavioral health specialists. The proportion of time the County Office of Education's service providers dedicate to eligible services included in the CYBHI program varies. Vendors may assume that approximately 50% of providers work time (on average) is spent on delivering eligible services. Most providers' work schedule is consistent with a school-year calendar. SMCOE does not routinely rely on contract service providers for student behavioral health support.

It is the responsibility of Vendor to perform any needed inventory/system review, examination of RFP documents, necessary site visits, and determination of local conditions which may in any way affect the Proposal at its own expense and prior to submitting its Proposal. Vendor must also familiarize itself with all Federal, State and Local laws, ordinances, rules, permits, licenses, regulations and codes affecting the Solution; determine the character, quality, and quantities of the work to be performed and the Solution to be provided; and correlate its observations, investigations, and determinations with all requirements of the RFP. The County Office of Education shall not be liable for any loss sustained by the awarded Vendor resulting from any variance between the actual conditions and data given in the RFP. Vendor agrees that the submission of a Proposal shall be incontrovertible evidence that the Vendor has complied with all the requirements of this RFP.

1.4 Period of Performance

SMCOE anticipates that the term of the contract resulting from this RFP shall be three (3) years, including the initial installation, software and related services, and any necessary maintenance during this time frame. The County Office of Education shall have the option to execute extensions for a total term not to exceed five (5) years. The original contract and extensions shall include software, services, maintenance, and all other costs at the same pricing of the original Proposal. The target contract start date and implementation timeline shall begin August 2026.

1.5 Reservation of Rights

SMCOE reserves the right to negotiate terms and conditions of the RFP as necessary, to reject any or all proposals, to increase or decrease quantities, and to waive any irregularities or informalities in the RFP or in this process.

SMCOE reserves the right to modify the RFP documents, or any portion thereof, by the issuance of written addenda posted on the SMCOE website. In the event SMCOE shall modify any portion of the RFP documents pursuant to the foregoing, the proposal submitted by any Vendor shall be deemed to include any and all modifications reflected in any addenda issued.

SMCOE reserves the right to conduct a background inquiry of the selected Vendor(s), which may include collection of contractual and business associations and practices, employment histories,

and reputation in the business community. By submitting a Proposal, Vendor consents to such an inquiry and agrees to make available such books and records deemed necessary to conduct the inquiry.

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between SMCOE and any Vendor; (ii) create any obligation for SMCOE to enter into a contract with any Vendor or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

PROVISIONS REQUIRED BY LAW: Vendor acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this RFP. These provisions of law and any clause required by law that is associated with and relates to this RFP and any resulting contract will be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or not correctly inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction and notification shall be sent to the other party. The RFP process and any resulting agreement shall be governed by California law with San Mateo County California serving as the venue and jurisdiction for any disputes.

1.6 Indemnification

Vendor will indemnify, defend and hold harmless SMCOE, its board members, directors, agents, employees and assignees, including independent contractors (SMCOE) from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by SMCOE on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to this RFP, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the Vendor, and/or its subcontractors or claims under similar such laws or obligations. Vendor's obligation under this section will not extend to any liability caused by the sole negligence of Indemnified Parties.

2. Instructions to Vendors

2.1 Proposal Contact and Correspondence

All correspondence related to the RFP must be directed to the following designated County Office of Education RFP contact:

Jarod Prolo, Executive Director, Research and Systems Planning
jprolo@smcoe.org
San Mateo County Office of Education
101 Twin Dolphin Dr.
Redwood City CA 94065

There will be no verbal understandings recognized by the County Office of Education.

No Vendor should attempt to contact or obtain information from any other County Office of Education representative.

All official records will be posted on the County Office of Education website at
<https://www.smcoe.org/about/request-for-proposals>
or sent in writing by the official contact listed on the RFP or Amendments.

2.2 Proposal Deadline and Submission

Proposals must be received no later than **4:00 pm PST on August 14, 2026**.

Proposals must be sent electronically to jprolo@smcoe.org.

Proposals shall be clearly marked: "Response to RFP 26-27 001: Student Health Records and Services Platform."

It is the Vendor's sole responsibility to ensure that its Proposal is received prior to the Proposal deadline. In accordance with Government Code Section 53068, any proposal received after the Proposal deadline shall be returned to the Vendor.

2.3 Delivery to County Office of Education

Proposals must be received at the County Office of Education Office no later than the Proposal Submission Deadline specified in the Calendar of Events. The County Office of Education assumes no responsibility for late delivery.

2.4 Withdrawal, Resubmission or Modification

A Vendor may withdraw the Proposal at any time prior to the Proposal Submission Deadline specified in the Calendar of Events, by submitting a written request for its withdrawal to the designated County Office of Education RFP contact, signed by the Vendor or authorized agent. The Vendor may thereafter submit a new Proposal prior to the Proposal Submission Deadline. Modification offered in any other manner, such as orally or written, will not be considered. Change in or additions to any of the RFP Documents, alternative proposals, or any other modifications which are not specifically called for in the RFP may result in the rejection of the Proposal as being nonresponsive. A Proposal cannot be changed, corrected, or withdrawn after the Proposal Submission Deadline.

2.5 Calendar of Events

Event	Details	Date
Advertisements - RFP Posting	San Mateo Daily Journal & SMCOE Website	July 27 & August 3, 2026
Response to Questions Posted	See SMCOE website	August 3, 2026
Proposals Due		August 14, 2026
Evaluation and Selection of Finalists		August 17, 2026
Contract Awarded		August 21, 2026
Estimated Contract Start Date		Anticipated August 2026

All dates are subject to change. Amendments to these dates, and other aspects of the RFP, will be posted at <https://www.smcoe.org/about/request-for-proposals>

2.6 Pricing Methodology

Proposal prices must include all costs associated with the Solution included in this RFP including, but not limited to: packing, containers, transportation, delivery, shipping F.O.B. County Office of Education location, assembly, disposal of waste, installation, labor, implementation, programming, configuration, documentation, testing, software licensing and maintenance, training, ongoing support, Solution maintenance, repairs, materials, components, parts, supplies, tools, utility, recommended professional services, surcharges, and costs of optional equipment, services, and products and any other anticipated costs to SMCOE to provide the Solution and perform the services in a good workmanlike manner as specified in this RFP and in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the Solution.

Do not include California Sales or Use Taxes in unit prices in Proposal. Other costs not identified by Vendor in Proposal shall be borne by Vendor and will not alter the requirements identified in this RFP.

The Pricing Forms are divided into the following sections:

- One Time Costs
- Annual Recurring Costs
- Per Transaction Costs
- Optional Services and Costs
- Optional Equipment Costs

SMCOE shall select the most advantageous Solution for the County Office of Education. Vendors must submit their proposals on the pricing forms provided in the RFP documents. Requests for clarification or modification to the form must be submitted through the RFI process.

The County Office of Education retains the right to negotiate prices below the RFP prices listed, and/or to have certain costs waived, if it is mutually agreeable to the Vendor and County Office of Education.

The Price score of the RFP will be determined by:

1. The total cost of the Solution and related services requested and priced in the RFP, calculated to reflect the County Office of Education's anticipated purchase quantities.
2. Anticipated additional costs necessary to ensure a successful implementation of the proposed Solution.

The anticipated quantities and requirements outlined in this RFP and used in the evaluation are not a guaranteed purchase quantity or scope. After the award of the RFP, the County Office of Education shall order the Solution and related services based on anticipated County Office of Education needs.

2.7 Preparation

Proposals must follow the County Office of Education-prescribed format, including all required forms and response templates. Vendor shall submit a Proposal with all information requested. Vendors must include all documents and forms indicated in the Proposal Submission Checklist provided in Appendix B. Vendors shall write out all answers using the Proposal response template provided. Proposal format instructions must be adhered to, all questions must be answered, all forms must be fully completed, and all requested data must be supplied.

The Proposal should be as clear, complete, and consistent as possible. Items in this RFP request a direct response or supporting information from the Vendor. All sections and subsections must be addressed. All documents requiring Vendor signature shall be executed by a duly authorized representative of Vendor.

In addition to responding to the defined minimum requirements, SMCOE encourages Vendor to submit information about additional functionality or services not specifically requested in the RFP and documentation to support the proposal and describe the Solution's functionality. Vendor's Proposal should be constructed to provide a complete picture of the features of the proposed Solution, the Vendor's ability to perform, and functionality or services that may distinguish the proposed Solution from other competitive offerings. Additional material may be submitted with the proposal as appendices. No brochures or marketing materials will be considered when scoring Proposals. Cross-references to the Proposal in additional materials may not be considered responsive. Any additional descriptive material that is used in support of any information in Vendor's Proposal must be clearly identified.

A Proposal should be prepared in such a way as to provide a straightforward description of Vendor capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.

The completed document(s) should be without interlineations, alterations, or erasures. The Proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted. In the event of inconsistency between words and numbers in the RFP, words shall control numbers. In the event that any Proposal is unintelligible, illegible or ambiguous, the Proposal may be rejected as being nonresponsive.

No Vendor shall be allowed to make, file, or be interested in more than one (1) Proposal for the same Solution unless alternate Proposals are specifically called for by the County Office of Education. A person, firm, or corporation that has submitted a sub-proposal to a Vendor, or that has quoted prices of equipment/materials/services to a Vendor, is not thereby disqualified from submitting a Proposal or quoting prices to other Vendors submitting a Proposal.

The contents of Vendor's proposal to the County Office of Education, including, but not limited to, implementation

and training costs, software and software maintenance fees, and/or per-transaction costs shall remain valid for a minimum of ninety (90) calendar days from the Proposal due date. If selected, Vendor's Proposal pricing shall remain valid for the duration of the contract term including the original contract and all extensions.

Vendor shall include any applicable sample contracts for the Solution and services in its proposal. Following the award of the RFP, the County Office of Education will prepare and negotiate its own agreements, as included in Exhibit A, with the selected Vendor to deliver the proposed Solution and services. All Vendor contracts are subject to negotiation.

2.8 False and Misleading Statements

A Proposal which contains false or misleading statements, or which provides references which do not support an attribute or condition contended by the Vendor, may be rejected. If, in the opinion of the County Office of Education, such information was intended to mislead the County Office of Education in its evaluation of the Proposal and the attribute, which is a condition or capability of a requirement of this RFP, the Proposal shall be rejected.

2.9 Request for Information (RFI)

Vendors are encouraged to ask questions during the open RFP question period. All questions not asked during the Vendor conference shall be in writing and submitted to the listed County Office of Education contact person. Questions must be received by the deadline specified in the Calendar of Events. There shall be no verbal understandings or clarifications recognized by the County Office of Education. Responses to all RFIs received shall be in writing by an authorized County Office of Education employee or their designated representative and posted on the County Office of Education website. It is Vendor's responsibility to monitor the County Office of Education website for RFI Responses, RFP Amendments, changes, updates, revisions and/or uploaded documents.

2.10 Amendments to the RFP

During the RFP period, the County Office of Education may amend the RFP. Amendments and Addenda to the RFP and/or calendar of events will be posted at <https://www.smcoe.org/about/request-for-proposals>

It is the Vendor's responsibility to monitor the County Office of Education website for RFP Amendments, changes, updates, revisions and/or uploaded documents.

2.11 Limits of the RFP

SMCOE reserves the right to reject all proposals and will determine what future action, if any, will be taken. All costs incurred in the preparation or submission of a proposal shall be entirely the responsibility of the Vendor and shall not be chargeable directly or indirectly to the County Office of Education.

2.12 Public Records Act

All records, documents, drawings, plans, specifications and other materials submitted by Vendor in its Proposal, during the procurement process, and during the performance of any Solution awarded shall become the exclusive property of SMCOE and may be deemed public records and

subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). SMCOE's use and disclosure of its records are governed by this Act. SMCOE will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the Vendor in accordance with the Act. SMCOE will endeavor to inform Vendor of any request for the disclosure of such information. Under no circumstances, however, will SMCOE be responsible or liable to Vendor or any other party for the disclosure of any such labeled information. Vendors that indiscriminately identify all or most of their Proposal as exempt from disclosure without justification may, at SMCOE's discretion, be deemed non-responsive and such information shall be deemed public records. SMCOE will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary." If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Vendor shall indemnify, defend and hold harmless SMCOE in such litigation.

2.13 Other Agencies' Purchases

Other public agencies in the State of California may desire to purchase the Solution at the same price and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code. The County Office of Education waives its right to require other public agencies to draw their warrants in favor of County Office of Education as provided in said code sections. Vendor may specify on the "Piggyback Clause" form included in the Required Forms section of this RFP whether the Vendor will permit other public agencies to use the resulting contract, to the extent allowable under the law. Vendor's decision to allow or disallow piggybacking by other agencies shall not affect the scoring or award of this RFP.

3. Evaluation and Award

3.1 General Information

Award will be made to the Vendor offering the most advantageous Proposal for a student health records and services platform and related services. San Mateo County Office of Education shall not be obligated to accept the lowest priced Proposal, but will make an award in the best interest of the County Office of Education after all factors have been evaluated. All Proposals received in response to this RFP will receive a fair and impartial evaluation by the County Office of Education. In conducting this evaluation, the County Office of Education may obtain and use information, in addition to that contained in the Proposals, from any source desired. Customers on each Vendor's reference list may be contacted, as may other customers selected by the County Office of Education and listed by the Vendor as a reference.

The County Office of Education shall make its evaluation in its sole discretion and its decision shall be final. Public Contracts Code section 20118.2 shall govern the evaluation of proposals, selection of Vendor and contract negotiations associated with this Request for Proposals.

Awards shall be made contingent upon successful contract negotiations as determined by SMCOE's sole discretion. Even after award SMCOE may or may not proceed in establishing

contracts. Execution of contracts is solely at the discretion of SMCOE.

3.2 Requirements

Vendors must meet all of the minimum requirements defined in this RFP, including compliance with performance, licensing requirements, ability to deliver the specified Solution and services, conformance to the terms and conditions of this RFP, meeting mandatory system and technology requirements, performance expectations, contract requirements and general terms. Vendors that do not meet the minimum requirements may be disqualified.

This RFP contains the specifications and the requested format for Vendor proposals. If additional features or equipment are believed to be appropriate for the County Office of Education's operations, Vendors shall quote them as options and include supporting justification and cost detail.

3.3 Scoring

Qualifying Vendors will be evaluated on their complete proposal, based on the following considerations:

Factor	Weight
Vendor Support and Ability to Perform	25%
Technology Requirements	20%
Functionality and Usability	25%
Price	30%

The Price of the Solution will be evaluated by calculating the total cost of the Solution and related services based on the County Office of Education's anticipated needs. SMCOE does not guarantee any quantity of purchase.

The County Office of Education reserves the right to conduct in-person interviews and/or require a formal presentation and/or demo/testing accounts for all or a portion of the responding Vendors. The County Office of Education reserves the right to visit one (1) or more of the Vendor's current customer sites and Vendor's service center.

Discussions may, at the County Office of Education's sole option, be conducted with responsible Vendors who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements. Vendors shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be

permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, The County Office of Education will not disclose information derived from proposals submitted by competing Vendors.

3.4 Award

The County Office of Education will make a notice of Intent to Award to Vendor available to all Vendors on the County Office of Education website. Award will be made contingent upon successful contract negotiations. Any Vendor protesting the award of a contract to another Vendor must do so, in writing, within five (5) calendar days of the Intent to Award posting. Grounds for a protest include: the County Office of Education failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments, there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq., or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of County Office of Education staff. The County Office of Education will consider only these specific issues as addressed in the written protest. A written response will be directed to the protesting Vendor within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

3.5 Contract and Warranties

Following the Award of the RFP, the County Office of Education will prepare and negotiate its own standard agreement with the selected Vendor to deliver the proposed Solution and related services. The resulting agreement shall conform to the terms and conditions set forth in this RFP, the County Office of Education's Independent Contractor Agreement, and the Standard Student Data Privacy Agreement

CA-NDPA ("County Office of Education Standard Agreements") included in Appendix A of this document. Any exceptions or proposed alterations to conditions and requirements defined in this RFP and the County Office of Education's Standard Agreements must be included in the Vendor's proposal and will be negotiated after award.

If a contract is awarded as a result of this RFP ("Agreement") the anticipated initial term would be August, 2026 through July 31, 2029. The term of the Agreement may be extended upon mutual consent of County Office of Education and successful Vendor(s) for a term not to exceed five (5) years in accordance with provisions contained in the Education Code section 17596 (K-12). This timeline is an estimate only, the contract term will be determined after award.

This RFP, any Amendment/Addenda issued, all warranties made by the awarded Vendor including the awarded Vendor's Proposal, and all supporting documentation will become a part of the Agreement. Any Proposal attachments, documents, letters, and materials submitted by the Vendor shall be binding and may be included as part of the Agreement. Submission of an awarded Proposal is not the end of the contractual process; further negotiation over the Agreement terms and conditions may be necessary, which, in and of itself, could change the Selected Vendor.

In the event an award of the RFP is made to a Vendor, and such Vendor fails or refuses to execute the Agreement and provide the required documents, including insurance documentation and any required DOJ clearance, within a timely manner, the County Office of Education may award the contract to the Vendor ranked second or reject all proposals.

The awarded Vendor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Agreement. The awarded Vendor shall preserve and make available its records to the County Office of Education and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement, or until released in writing from this obligation by the County Office of Education. The awarded Vendor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the County Office of Education.

The awarded Vendor will guarantee that the Solution and related services shall perform in all material respects to the County Office of Education's specifications in this RFP and the awarded Vendor's Proposal. In the event awarded Vendor furnishes a Solution and/or related services other than what was specified in RFP, Addenda, and awarded Vendor's Proposal, and which has been accepted by the County Office of Education, and which later does not perform as specified, then awarded Vendor, at its sole cost and expense shall furnish the County Office of Education specified Solution and/or related services or cover the cost to replace the Solution with an alternate solution that meets the specifications, at County Office of Education's discretion.

In the event awarded Vendor furnishes a Solution and/or services more expensive than specified in the RFP and awarded Vendor's Proposal, the difference in cost of such Solution and/or Services so furnished shall be borne by awarded Vendor. Any engineering, design fees, or approval agencies' fees required to make adjustments in the Solution or services shall be borne entirely by the awarded Vendor. Any difference in cost between an approved substitution which is lower in cost than the originally specified Solution and/or related services shall be refunded or credited by awarded Vendor to County Office of Education.

The Award and resulting Agreement shall bind and inure to the benefit of the County Office of Education and awarded Vendor, their respective successors and permitted assigns.

3.6 Pricing Adjustments

Compensation for the Solution and related services provided under the terms of the Agreement may be subject to adjustment annually to compensate for inflation. All adjustments for inflation must be entered as annual escalators in the Pricing Forms in Appendix D. Any such adjustment shall not result in an increase greater than five percent (5%) annually. The adjusted rate shall be effective on the annual renewal date.

3.7 Covenant Against Gratuities

Vendor warrants by signing and submitting its Proposal in response to this RFP that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of SMCOE with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

For breach or violation of this warranty, SMCOE shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by SMCOE in procuring on the open market any services which Vendor agreed to supply shall be borne and paid for by Vendor. The rights and remedies of SMCOE provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

4. Implementation Process

4.1 Project Timeline

Within thirty (30) days of contract execution, the awarded Vendor shall provide the County Office of Education with a project plan that details the proposed implementation approach and timeline for the proposed Solution. The project timeline shall reflect all steps necessary to meet the obligations of the CYBHI program, beginning with cohort enrollment in August 2026. Project plans must clearly delineate the obligations of the County Office of Education and Vendor staff.

4.2 Site Access and Work Hours

SMCOE anticipates that most Vendor work related to this project shall be performed remotely. Should site access be necessary, access to each site will be coordinated through a County Office of Education designated representative at least five (5) work days in advance.

4.3 DOJ Clearance

Vendor and its subcontractors shall be required to comply with the provisions of Education Code 45125.1 and 45125.2 and SMCOE Board policies to ensure that any Vendor personnel working on any County Office of Education site or who may come into contact with students shall have attained the proper Department of Justice (DOJ) clearance and have not been convicted of a violent or serious felony as defined in the California Penal Code Section 677.5(c) and 1192.7(c).

During the term of the Agreement, the awarded Vendor, including subcontractors, shall comply with the provisions of Education Code Section 45125.1, including fingerprinting when SMCOE determines that the Vendor's employees or employees of subcontractor will have any unsupervised contact with SMCOE pupils. If the awarded Vendor, or its subcontractors, fails or refuses to comply with this provision, such failure or refusal shall be considered sufficient cause for SMCOE to terminate the Agreement, in whole or part with no penalty.

4.4 Interpretation of Plans and Documents

The interpretation of the Proposal, plans, specifications, forms, and all project documentation shall be determined by the County Office of Education. It is the Vendor's responsibility to verify existing conditions and assumptions. Vendor must verify all such information prior to response. Request for clarification of intention, interpretation, and understanding shall be submitted in writing prior to the RFI deadline specified in the Calendar of Events.

4.5 Delivery and Installation Requirement

The Solution and related services in this RFP and the resulting Agreement shall be delivered only after the issuance of a purchase order(s) against the Agreement by SMCOE. Unless otherwise specified, awarded Vendor shall render invoices in duplicate for the Solution and related services performed under a County Office of Education-authorized purchase order after actual commencement and performance. Invoices shall be submitted in a form acceptable to the County Office of Education under the same company name as shown on the RFP documents, Agreement, and purchase order. The awarded Vendor shall list separately any applicable taxes payable by the County Office of Education. The County Office of Education shall make payment for the Solution and/or related services furnished under the purchase order within a reasonable and proper time after commencement and performance thereof and approval of the invoices by the authorized County Office of Education representative.

5. County Office of Education Rules and General Terms

County Office of Education Rules and General Terms are written as statements of compliance. Vendor must confirm compliance/conformance to all statements in its response.

5.1 Rules and Regulations

The following rules and regulations must be followed by every Vendor doing business with San Mateo County Office of Education. All subcontractors must also follow all rules and regulations. Failure to comply may result in the removal of Vendor and/or members of Vendor's crew from the job, and possible back charges for County Office of Education's direct costs.

- SMCOE is a tobacco free school County Office of Education. SMCOE Board Policy 3513.3 prohibits the use of tobacco or tobacco products on any part of the County Office of Education grounds.
- Anyone not directly involved in the scope of work shall not be on the job site, or SMCOE property. Vendor assumes full responsibility for all parties on the site who are there as a result of their direct or indirect involvement with the Vendor.

- Fraternization or other contact with students is strictly forbidden.
- Any Vendor working on a site where students are present must supply the County Office of Education with certification that all employees on the Solution have been fingerprinted and approved per state law.
- The Vendor shall supply, prior to the start of work, Certificate of Insurance coverages, as outlined in Optional Forms (Appendix E).
- SMCOE has a **Zero Tolerance Policy** that will be enforced towards negative or questionable conduct or behavior.
- Professional and neat appearance of workforce shall be maintained at all times. No offensive, suggestive, or inappropriate attire will be permitted.
- Use of foul, slanderous, offensive, discourteous or disrespectful language WILL NOT be tolerated.
- Vendor, its employees and/or associates are not allowed to be in any area of the SMCOE's property that has not been specifically authorized by SMCOE or its designee without an official and designated escort.

- Vendor shall indemnify and hold harmless the County Office of Education, its Board of Trustees, officers, agents, and employees from all actions, claims or demands arising from its work under the Agreement and any all resulting loss, damages, costs or attorney's fees.

5.2 Termination

- Termination for Cause: County Office of Education may terminate the contract resulting from this agreement for a material breach that is not remedied within thirty (30) days of written notice to the Vendor by the County Office of Education.
- The County Office of Education reserves the right to cancel this RFP at any time or limit quantities due to insufficient or non-appropriation of funds. No termination liability penalties will apply if funding is denied, reduced, or discontinued, or if it is not in the best interest of the County Office of Education.
- Non-Appropriation: Notwithstanding any other provision to the contrary, if for any fiscal year of the Agreement resulting from this RFP the Governing Board for any reason fails to appropriate or allocate funds for future payments under the awarded Agreement, the County Office of Education will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.
- If awarded Vendor fails or neglects to furnish and/or deliver the specified Solution and related services at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms and conditions of this RFP in its entirety, the County Office of Education reserves the right to annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new Vendor, in accordance with law, for furnishing such Solution so agreed to be furnished. Any additional cost or expense incurred by the County Office of Education in the making of such contract and any additional cost of supplying a Solution by reason of the failure of the Vendor, as above stated, shall be paid by such Vendor.

Appendix A: County Office of Education

Standard Agreements INDEPENDENT

CONTRACTOR AGREEMENT

This Agreement is hereby dated this August 31, 2026 (the "Effective Date") between the San Mateo County Office of Education, hereinafter referred to as "County Office of Education," and Contractor's name, located at address, hereinafter referred to as "Contractor."

WHEREAS, County Office of Education is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, County Office of Education is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the County Office of Education, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide a student health records and services platform and related services as proposed in Vendor's proposal in response to Request for Proposal 25/26-01 IT Student Health Records and Services Platform, and as further described in Exhibit B, hereinafter referred to as "Services". Services shall include, and are not limited to all shipping, F.O.B. San Mateo County Office of Education or as directed by the purchase order of County Office of Education, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, labor, materials, supplies, tools, Equipment, utility, transportation services, and costs of optional services and products services.
2. Term. Contractor shall commence providing Services under this Agreement on August 31, 2026 and will diligently perform as required and complete performance by July 31, 2029. The term may be extended by mutual written agreement of both parties for a term not to exceed five (5) years.
3. Compensation. County Office of Education agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement according to the pricing in Contractor's Proposal, attached hereto as Exhibit A and incorporated herein, County Office of Education payment to Contractor shall be limited to a total fee not to exceed Amount In Words Dollars (\$XXXXXX.XX). Costs shall include applicable taxes and Contractor shall assume full responsibility for the cost and payment of all taxes. No additional costs shall be charged to County Office of Education. County Office of Education shall pay Contractor within thirty (30) days of receipt of Contractor's invoice detailing the services satisfactorily rendered. County Office of Education may issue Purchase Orders and payment on an annual basis for multi-year agreements, within thirty (30) days of receiving Contractor's annual invoice.
4. Expenses. County Office of Education shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for County Office of Education.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of

Contractor's employees shall not be considered officers, employees or agents of the County Office of Education, and are not entitled to benefits of any kind or nature normally provided employees of the County Office of Education and/or to which County Office of Education's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Contractor's Services will be performed in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Licensing. Subject to this Agreement, Contractor hereby grants County Office of Education (including County Office of Education's students, employees, volunteers, parents and authorized guardians of County Office of Education's students, all as applicable and described in the relevant description of services ("Users")), a limited, nonexclusive, nontransferable, non-sublicensable license to access and use the Product during the Term in accordance with applicable laws and regulations.

Except as expressly permitted in this Agreement, County Office of Education will not itself, and will not authorize or allow any third party to: (a) provide access to the Product to any person who is not a User; (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Product; (c) modify, translate or create derivative works based on the Product; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Product; (e) use the Product for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Product or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Contractor or its suppliers on the Product or on any printed or digital materials provided by Contractor.

County Office of Education will itself and will instruct its Users to: (i) attempt to prevent unauthorized access to or use of the Product; and (iii) notify Contractor promptly of any known or suspected unauthorized access or use. County Office of Education will reasonably assist Contractor in all efforts to investigate and mitigate the effects of any such incident. Upon expiration or any termination for any reason of the Agreement, (i) all rights granted to County Office of Education will immediately terminate and County Office of Education will promptly cease use of the Product, (ii) Contractor will grant County Office of Education a three (3) month period to export County Office of Education Data from the Product.

8. Warranty. Contractor represents to County Office of Education that the Product will substantially perform in all material respects the functions described in Contractor's Proposal when used and/or accessed in accordance with the terms and conditions of this Agreement. Contractor will provide services in a professional manner and in accordance with generally accepted industry practices.

If awarded Vendor fails or neglects to furnish and/or deliver the specified Solution and related services at

the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms and conditions of the RFP, Vendor's Proposal and this Agreement in its entirety, the County Office of Education reserves the right to annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new Vendor, in accordance with law, for furnishing such Solution so agreed to be furnished. Any additional cost or expense incurred by the County Office of Education in the making of such contract and any additional cost of supplying a Solution by reason of the failure of the Vendor, as above stated, shall be paid by such Vendor.

Contractor will use commercially reasonable efforts to make the Product available with an annual uptime percentage of at least 99% ("Service Commitment") after the Product has been fully implemented. In the event Contractor does not meet the Service Commitment, County Office of Education will be eligible to receive a service credit as described herein. The maximum amount of the credit is one twelfth (1/12) of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Product was unavailable below the Service Commitment, and multiplying it by three percent (3%) of one twelfth (1/12) the annual subscription fee. If the County Office of Education has been using the Product for less than one year, the preceding one year will be used with any days prior to County Office of Education's use of the Product deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Contractor. Any service credit shall be calculated using solely the fees paid for the Product. County Office of Education's sole and exclusive remedy for breach of the Service Commitment in this Section will be for Contractor to provide a credit as provided in this Section; provided that County Office of Education notifies Contractor in writing of such claim within thirty (30) days of becoming eligible for such claim.

9. Termination. County Office of Education may, at any time, with or without reason, terminate this Agreement for convenience and compensate Contractor only for Services satisfactorily rendered to the date of termination. County Office of Education may also terminate this Agreement in the event that County Office of Education does not allocate funding for the continuation of this Agreement or any portion thereof. Written notice by County Office of Education shall be sufficient to stop further performance of Services by Contractor. In the event of termination due to non-allocation of funds or a termination for convenience by County Office of Education, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

Either party may terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement; or (b) any act by the other party exposing the terminating party to liability to others for personal injury, data breach, or property damage; or (c) the other party is adjudged a bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the party's insolvency. Written notice by the terminating party shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate upon the expiration of the ten (10) days. In the event of such termination, the County Office of Education may secure the required Services from another contractor. If

the Agreement was terminated due to a default by Contractor, and the cost to the County Office of Education to secure the required Services from another contractor exceeds the cost of providing the Services pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the County Office of Education.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the County Office of Education and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) data breach, or (4) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the County Office of Education or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the County Office of Education's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off County Office of Education's property, except for liability for damages which result from the sole negligence or willful misconduct of the County Office of Education or its officers, employees or agents.

(c) Alleging that the product infringes or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) County Office of Education's misuse of the product that is directly responsible for the claim of misappropriation, (B) County Office of Education modifications to the product, or (C) County Office of Education continuing the allegedly infringing activity after Contractor has provided County Office of Education with modifications that would have avoided the alleged infringement. If the Product becomes or, in Contractor's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section, Contractor, or its designee, will either, (i) procure for County Office of Education the right to continue using the Product, (ii) replace or modify the Product so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to Contractor, then (iii) terminate this Agreement as to the infringing Product, require the return of the allegedly infringing Product and refund to County Office of Education a portion of the fees paid by County Office of Education in respect of the Product depreciated on a straight-line basis over one (1) year from the Effective Date.

(d) Negligence or intentional misconduct of Contractor or its employees or agents.

(e) Any breach of any of the representations, warranties or covenants contained herein by Contractor.

(f) Any allegation that the Product does not conform to current accessibility standards (WCAG).

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

(a) Comprehensive or Commercial General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the County Office of Education.

(1)	General Aggregate	\$2,000,000
(2)	Each Occurrence	\$1,000,000
(3)	Products/Completed Operations	\$1,000,000
(4)	Personal and Advertising Injury	\$1,000,000
(5)	Damage to Rented Premises	\$50,000
(6)	Medical Expense (any one person)	\$5,000

(b) Umbrella (excess) liability insurance coverage with a minimum limit of \$3,000,000 per occurrence, unless waived/reduced by the County Office of Education. The policy shall follow form to the General Liability policy regarding coverage and exclusions.

(c) Sexual Abuse and Molestation (SAM) liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate, unless waived/reduced by the County Office of Education. SAM liability coverage may be provided through the General Liability insurance policy; a combination of General Liability and Umbrella (excess) insurance policies; or through a separate SAM liability insurance policy.

(d) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the County Office of Education in the course of performing Services.)

(e) Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived/reduced by the County Office of Education.

(f) Cyber Insurance with a limit of \$1,000,000 per occurrence, unless waived/reduced by the County Office of Education.

(g) Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the County Office of Education.

It should be expressly understood, however, that the coverage and limits referred to under (a), (b), (c), (d) and (e) above shall not in any way limit the liability of the Contractor.

11.2 No later than ten (10) days from execution of this Agreement by the County Office of Education and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide County Office of Education with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the County Office of Education thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (a), (b) and (c) above shall name County Office of Education, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by County Office of Education shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Implementation Plans), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An "Affiliate" for purposes of this Section shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the County Office of Education and shall be subject to the County Office of Education's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this Agreement by providing a written notification and shall not be liable to the other for failure to perform its obligation, and any deposits or any pre-paid fees shall be refunded on a pro-rated basis.

16. Entire Agreement/Amendment. The RFP, Contractor's Proposal in response to the RFP, the Standard Student Data Privacy Agreement (NDPA), and this Agreement constitute the entire Agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. The order of precedence shall be: (1) The NDPA, (2) this Agreement, (3) any exhibit, schedule or addendum to this Agreement, (4) Vendor's Proposal, (5) the RFP.

17. Nondiscrimination. Contractor agrees that Contractor and its subcontractors will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws.

18. Non Waiver. The failure of County Office of Education or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid or (c) by email, with read receipt requested. Service shall be considered given when received if personally served, or if mailed on the third day after deposit in any U.S. Post Office, or if email upon electronic confirmation the transmission has been delivered. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

County Office of Education:
San Mateo County Office of Education
101 Twin Dolphin Dr.
Redwood City, CA 94065
Attn: Jarod Prolo, Executive Director
Email: jprolo@SMCOE.org

Contractor:
Company Name
Address
City, State, Zip
Attn:
Email:

20. 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.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one (1) instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is hereby dated as of the Effective Date.

SAN MATEO COUNTY OFFICE OF EDUCATION

CONTRACTOR

By: _____

By: _____

Name: Kevin J. Bultema

Name:

Title: Deputy Superintendent, Business Services

Title:

Taxpayer Identification No.:

EXHIBIT A
CONTRACTOR PRICING FROM PROPOSAL

EXHIBIT B
IMPLEMENTATION TIMELINE

COUNTY OFFICE OF EDUCATION

STUDENT DATA PRIVACY AGREEMENT

San Mateo County Office of Education And

[NAME OF VENDOR]

© Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (the “Effective Date”) and is entered into by and between:

San Mateo County Office of Education,

located at 101 Twin Dolphin Dr., Redwood City, CA 94065 (the “LEA”)

and

[Provider Name],

located at [Street, City, State] (the “Provider”).

PREAMBLE

WHEREAS, the Provider is providing educational or digital Services, as defined in Exhibit “A”, to LEA, which Services may include: (a) cloud-based Services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

WHEREAS, the Provider and LEA have entered into a Service Agreement (as defined herein), to provide certain Services to the LEA as set forth in the Service Agreement, and this DPA (collectively the “Agreement”),

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment (“PPRA”) at 20 U.S.C. 1232h; and the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. 6501-6506 (16 C.F.R. Part 312),

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

General Offer of Privacy Terms.

The Provider has signed Exhibit “E” to the SDPC Standard Clauses, otherwise known as “General Offer of Privacy Terms” enabling other LEAs to enter into the same terms of this DPA with Provider.

Special Provisions. (Check if Required)

☒ If checked, the Supplemental State Terms attached hereto as Exhibit “G” are hereby incorporated by reference into this DPA in their entirety.

If the Parties desire to change any terms, use the ‘Vendor-Specific’ Agreement or ‘County Office of Education-Modified’ Agreement.

The designated representative for the LEA for this DPA is:

Name: Jae Takahashi Title: Chief Technology Officer

Address: 101 Twin Dolphin Dr., Redwood City, CA 94065

Phone: 650-802-5449 Email: jtakahashi@SMCOE.org

The designated representative for the Provider for this DPA is:

Name: _____ Title: _____

Address: _____

Phone: _____ Email: _____

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: San Mateo County Office of Education

Signed By: _____ Date: _____

Printed Name: Kevin J. Bultema Title/Position: Deputy Supt. Business Services

PROVIDER: [Name of Provider]

Signed By: _____ Date: _____

Printed Name: _____ Title/Position: _____

Each Party is responsible to promptly notify the other Party of changes to the notice information.

Notices to Provider

[Provider Individual Name]
[Provider Individual Role]
[Provider Postal Address
]

[Provider E-mail Address
]

With a copy to (if provided):

[Provider Legal Counsel
]

Notices to LEA

Jae Takahashi
Chief Technology Officer
101 Twin Dolphin Dr.
Redwood City, CA 94065

jtakahashi@SMCOE.org With a

copy to (if provided):

[
[
[

[Provider Legal Counsel Postal
Address]
[Provider Legal Counsel E-mail
Address]

Security Notices to Provider
(Required per Section 5.3)

[Provider Security Individual Name]

[Provider Security Individual Role]

[Provider Security Postal Address
]
[Provider Security E-mail Address
]

Security Notices to LEA

(Required per Section 5.3)

Jae Takahashi
Chief Technology Officer
101 Twin Dolphin Dr.
Redwood City, CA 94065
jtakahashi@SMCOE.org

STANDARD CLAUSES

ARTICLE I: PURPOSE AND SCOPE

1.1 Purpose of DPA.

The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal and state privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing Services otherwise provided by the LEA. With respect to its use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA as set forth in this DPA and the Service Agreement.

1.2 Description of Products and Services.

A description of all products and services covered by the Agreement, and information specific to this DPA, are listed in Exhibit "A". If a Provider needs to update any information on the Description Of Products And Services (such as updating with new provided services), they may do so by completing the Addendum template provided by the A4L Community and sending a copy to the LEA.

Provider may add or delete products or services subject to this DPA under the following circumstances:

1. Deleted products or services: The products or services have been discontinued and are no longer available from the Provider.
2. Added products or services: The added products or services are either:
 - a. a direct replacement, or substantially equivalent to the original products or services listed in the DPA, or

b. the added products or services result in enriched new or enhanced capabilities, new modules, technology advancements and or service categories relating to the listed products or services that Provider did not have at the time the DPA was signed.

If an added product or service requires additional Data Elements, Provider must complete the relevant portion of the Addendum template to update Exhibit “B”.

Provider may not make any change to Exhibit “A” via an Addendum, except adding or deleting products or services. LEA is under no obligation to acquire added products or services, and has no ability under the DPA to prevent deletion of products or services. Subject to the limitations in this section, an Addendum is automatically incorporated into this DPA when LEA is notified by Provider, in accordance with the notification provisions of this DPA, of the Addendum’s existence and contents.

1.3 Student Data to Be Provided.

In order to perform the services, the Provider shall process Student Data as identified by the Provider in the Schedule of Data, attached hereto as Exhibit “B”. Student Data may be provided by the LEA or created by students, as set forth fully in the definition of Student Data in Exhibit “C”. If a Provider needs to update any information on Exhibit “B”, they may do so by completing the Addendum template provided by the A4L Community and sending a copy to the LEA.

Provider may delete data elements from Exhibit “B” if they are no longer used by the Provider.

Provider must add data elements to Exhibit “B”, when a material change has occurred, regardless of whether the added data elements are either one of the following:

1. used to better deliver the original products or services listed in the DPA, or
2. used to deliver added products or services that result in new or enhanced capabilities, new modules, technology advancements and or service categories relating to the listed products or services that Provider did not have at the time the DPA was signed. Such new products or services must be designated in the Addendum template as changes to Exhibit “A”.

The Provider must notify the LEA, in accordance with the notification provisions of this DPA, of the existence and contents of an Addendum modifying Exhibit “B”. The LEA will have thirty (30) days from receipt to object to the Addendum. If no written objection is received it will become incorporated into the DPA between the parties.

1.4 DPA Definitions.

Capitalized terms used in this DPA shall have the meanings set forth in Exhibit “C”. With respect to the treatment of Student Data, in the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to, the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

2.1 Student Data Property of LEA.

As between LEA and Provider, all Student Data processed by the Provider, or created by students (as set forth fully in the definition of Student Data in Exhibit “C”), pursuant to the Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data processed by the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA.

2.2 Parent, Legal Guardian and Student Access.

The LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data and request deletion or modification, and request delivery of a copy of the Student Data. In support of this, the Provider shall establish reasonable procedures by which the LEA may access, and correct if necessary, Education Records and/or Student Data, and make a copy of the data available to the LEA or (at the LEA’s direction) to the parent, legal guardian or eligible student directly. If the LEA is not able to review or update the Student Data itself, Provider shall respond in a reasonably timely manner (and no later than thirty (30) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent, legal guardian or student, whichever is sooner) to the LEA’s request for Student Data held by the Provider to view or correct as necessary.

In the event that a parent or legal guardian of a student or eligible student contacts the Provider to correct, delete, review or request delivery of a copy of any of the Student Data collected by or generated through the Services, the Provider shall refer that person to the LEA, who will follow the necessary and proper procedures regarding the requested information. In the event that any person other than those listed contacts the Provider about any Student Data, the Provider shall refer that person to the LEA, except as provided in Section 4.4.

2.2.1 This NDPA does not impede the ability of students to download, export, or otherwise save or maintain their own Student Generated Content directly from Provider or for Provider to provide a mechanism for such download, export, transfer or saving to students, or the student’s parent or legal guardian. Nor does it impede the ability of Providers to offer LEAs features to allow such ability.

2.2.2 In the event that Student Generated Content is transferred to the control of the student, parent or legal guardian, the copy of such Student Generated Content that is in the control of such person is no longer considered Student Data.

2.3 Subprocessors.

Provider shall enter into a Subprocessor Agreement with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA. Every Subprocessor Agreement must provide that the Subprocessor will not Sell the Student Data. The terms of a Subprocessor Agreement shall not be materially modified by the Subprocessor unless notice is provided to the Provider.

ARTICLE III: DUTIES OF LEA

3.1 Provide Data in Compliance with Applicable Laws.

LEA shall use the Services and provide Student Data in compliance with all applicable federal and state privacy laws, rules, and regulations, all as may be amended from time to time.

3.2 Annual Notification of Rights.

If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of rights.

3.3 Reasonable Precautions.

LEA shall employ administrative, physical, and technical safeguards designed to protect usernames, passwords, and any other means of gaining access to the Services and/or hosted Student Data from unauthorized access, disclosure, or acquisition by an unauthorized person.

3.4 Unauthorized Access Notification and Assistance.

LEA shall notify Provider within seventy-two (72) hours of any confirmed Data Breach to the Services, LEA's account or any Student Data that poses a privacy or security risk. If requested by Provider, LEA will provide reasonable assistance to Provider in any efforts by Provider to investigate and respond to such Data Breach.

ARTICLE IV: DUTIES OF PROVIDER

4.1 Privacy and Security Compliance.

The Provider shall comply with all laws and regulations applicable to Provider's protection of Student Data privacy and security, and at the direction of the LEA shall cooperate with any state or federal government initiated audit of the LEA's use of the Services.

4.2 Authorized Use.

The Student Data processed pursuant to the Services shall be used by the Provider for no purpose other than performing the Services outlined in Exhibit "A", or as instructed by the LEA.

4.3 Provider Employee Obligation.

Provider shall require all of Provider's employees who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Student Data pursuant to the Service Agreement.

4.4 No Disclosure.

Provider acknowledges and agrees that it shall not sell or disclose any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data.

4.4.1 Exceptions to No Disclosure.

4.4.1.1 This prohibition against disclosure will not apply to Student Data where disclosure is directed or permitted by the LEA or this DPA.

4.4.1.2 The provision to not sell Student Data shall not apply to a Change of Control.

4.4.1.3 This prohibition against disclosure shall not apply to Student Data disclosed pursuant to a judicial order or lawfully issued subpoena or warrant.

4.4.1.4 This prohibition against disclosure shall not apply to Student Data disclosed to Subprocessors performing Services on behalf of the Provider pursuant to this DPA.

4.4.1.5 Should law enforcement or other government entities (“Requesting Party(ies)”) provide a judicial order or lawfully issued subpoena or warrant to the Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party.

4.4.1.6 Notification under 4.4.1.5 is not required if the judicial order or lawfully issued subpoena or warrant states not to inform the LEA of the request.

4.4.1.7 Should the LEA be presented with a judicial order or lawfully issued subpoena or warrant to disclose Student Generated Content or other Student Data, the Provider shall cooperate with the LEA in delivering such data.

4.4.1.8 This prohibition against disclosure shall not apply to LEA-authorized users of the Services, which may include parents and legal guardians.

4.4.1.9 This prohibition against disclosure shall not apply to protect the safety of users or others, if and only if, an LEA employee who has specifically been authorized to declare a health or safety emergency has done so and all requirements under 34 CFR §§ 99.31(a)(10) and 99.36 have been fulfilled by the LEA.

4.4.1.10 This prohibition against disclosure shall not apply to protect the integrity or security of the Service, where such disclosure is made to a Subprocessor engaged by Provider for the specific purpose of investigating a potential Data Breach as set forth in 5.4.

4.5 De-Identified Data

Provider agrees not to attempt to re-identify De-Identified Student Data without the written direction of the LEA. De-Identified Student Data may be used by the Provider for those purposes allowed under applicable laws, for the purposes allowed for the processing of Student Data under this DPA, as well as the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; (2) research, development, and improvement of the Provider's educational sites, Services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of

De-Identified Student Data shall survive termination of this DPA or any request by LEA to return or dispose of Student Data. Except for Subprocessors, Provider agrees not to transfer De-identified Student Data to any third party unless the transfer is expressly directed or permitted by the LEA or this DPA. Such Subprocessors must be subject to equivalent terms of the DPA including this one. Prior to publishing any document that names the LEA, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Student Data is presented. If Provider chooses to create De-Identified Data, its process must comply with either NIST de-identification standards or US Department of Education guidance on de-identification.

4.6 Disposition of Data.

Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree.

If the Provider has a standard retention and destruction schedule, that schedule shall apply to Student Data as long as this DPA is active. The Provider's practice relating to retention and disposition of Student Data shall be provided to the LEA upon request.

At the termination of this DPA, the Provider shall, unless directed otherwise by the LEA, dispose of, or delete Student Data obtained by the Provider under the Agreement within sixty (60) days of termination (unless otherwise required by law). If the Agreement has lapsed or is not terminated, the Student Data shall be deleted when directed or permitted by the LEA, according to Provider's standard destruction schedule, or as otherwise required by law. The LEA may provide the Provider with special instructions for the disposition of the Student Data, by transmitting to Provider Exhibit "D", attached hereto. The duty of the Provider to dispose of or delete Student Data shall not extend to De-Identified Data or to Student-Generated Content that has been transferred or kept pursuant to Section 2.2.2.

4.7 Advertising Limits.

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA; or (c) for any commercial purpose other than to provide the Service to the LEA, or as authorized by the LEA or the parent/guardian. Targeted Advertising is strictly prohibited. However, this section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to account holders that are not considered Targeted Advertising (this exception does not apply where the Provider is relying on the LEA to provide consent on behalf of the parent under COPPA); or (iii) to notify account holders about new education product updates, features, or Services that are not considered Targeted Advertising or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

Before making product recommendations under section (ii) above, Provider must disclose the existence of those recommendations to LEA in writing, in sufficient detail that LEA can fulfill any obligations under applicable law (e.g. PPRA).

ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

5.1 Data Storage.

If Student Data is stored outside the United States, Provider will provide a list of Countries where data is stored, in Exhibit "B".

5.2 Security Audits.

Provider will conduct a security audit or assessment no less than once per year, and upon a Data Breach. Upon 10 days' notice and execution of confidentiality agreement, Provider will provide the LEA with a copy of the audit report, subject to reasonable and appropriate redaction.

5.3 Data Security.

The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security of Student Data. The Provider shall implement an adequate Cybersecurity Framework that incorporates one or more of the nationally or internationally recognized standards set forth in Exhibit "F". Additionally, Provider may choose to further detail its security programs and measures in Exhibit "F". Provider shall provide, in the Preamble to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

5.4 Data Breach.

In the event that Provider confirms a Data Breach, the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. In such an event, notification shall be made within a reasonable time after the Data Breach. Provider shall follow the following process:

- (1) The Data Breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - (a) The name and contact information of the Provider subject to this section,
 - (b) the date of the notice,
 - (c) the date of the Data Breach, the estimated date of the Data Breach, or the date range within which the Data Breach occurred,
 - (d) Whether the notification was delayed as a result of a law enforcement investigation, if legally permissible to share that information,
 - (e) A general description of the Data Breach, if that information is possible to determine at the time the notice is provided,
 - (f) A description of the Student Data reasonably believed to have been the subject of the Data Breach; and
 - (g) Identification of impacted individuals.
- (2) Provider agrees to adhere to all applicable federal and state laws with respect to a Data Breach related to the Student Data, including any required responsibilities and procedures for notification and mitigation of any such Data Breach.

(3) Provider further acknowledges and agrees to have a written Data Breach response plan that is consistent with applicable industry standards and federal and state law for responding to a Data Breach, involving Student Data and agrees to provide LEA, upon reasonable written request, with a summary of said written Data Breach response plan.

(4) LEA shall provide notice and facts surrounding the Data Breach to the affected students, parents, or guardians.

(5) In the event of a Data Breach originating from LEA's use of the Service or otherwise a result of LEA's actions or inactions, Provider shall reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data and may request costs incurred as a result of such Data Breach.

CONTRACT TERMS

Term and Termination. In the event that either Party seeks to terminate this DPA, they may do so by written notice if the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any Service Agreement or contract if the other party breaches any terms of this DPA. This DPA shall stay in effect for as long as the Provider retains the Student Data, as set forth in section Article IV, Section 4.6. In the case of a "Change of Control" the LEA has the authority to terminate the DPA if it reasonably believes that the successor cannot uphold the terms and conditions herein or having a contract with the successor would violate the LEA's policies or state or federal law.

Data Disposition on Service Agreement Termination. If the Service Agreement is terminated, the Provider shall dispose of all of LEA's Student Data pursuant to Article IV, Section 4.6 of the Standard Clauses.

Notices. All notices or other communication required or permitted to be given hereunder must be made in writing and may be given via e-mail transmission, or first-class mail, or mutually agreed upon method sent to the designated representatives documented in the Preamble.

Priority of Agreements. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. With respect to the treatment of Student Data only, in the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit "H", the SDPC Standard Clauses, and/or the Supplemental State Terms in Exhibit "G", Exhibit "H" will control, followed by Exhibit "G". Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

Entire Agreement. This DPA and the Service Agreement ("the Agreement") constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties.

Severability. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be

more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

Governing Law; Venue and Jurisdiction. This DPA will be governed by and construed in accordance with the laws of the state of the LEA, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the LEA for any dispute arising out of or relating to this DPA or the transactions contemplated hereby.

Successors Bound. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a Change of Control. In the event of a Change of Control, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of such Change of Control. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement.

Authority. Each signatory confirms they are authorized to bind their institution to this DPA in its entirety.

Waiver. No delay or omission by either party to exercise any right here under shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT A: PRODUCTS AND SERVICES

This DPA covers access to and use of [Provider Name]'s existing Services that collect, process, or transmit Student Data, as identified below:

Student Health Records and Services Platform

EXHIBIT B: SCHEDULE OF STUDENT DATA

All Data Elements identified in this Exhibit are correct at time of signature.

Data Elements Collected by Product (required and optional):

Category of Data / Data Elements	<i>[enter product(s) name]</i>	<i>[enter product(s) name]</i>	<i>[enter product(s) name]</i>	<i>[enter product(s) name]</i>	<i>[enter product(s) name]</i>	<i>[enter product(s) name]</i>	<i>[enter product(s) name]</i>
Application Technology MetaData							
IP Addresses of users, use of cookies, etc.	☐	☐	☐	☐	☐	☐	☐
Other application technology metadata	☐	☐	☐	☐	☐	☐	☐
<i>If 'Other' checked, please specify below checked box:</i>							
Application Use Statistics							
Meta data on user interaction with application	☐	☐	☐	☐	☐	☐	☐
Assessment							
Standardized test scores	☐	☐	☐	☐	☐	☐	☐
Observation data	☐	☐	☐	☐	☐	☐	☐
Voice recordings	☐	☐	☐	☐	☐	☐	☐

Other assessment data	☐	☐	☐	☐	☐	☐	☐
<i>If 'Other' checked, please specify below checked box:</i>							
Attendance							
Student school (daily) attendance data	☐	☐	☐	☐	☐	☐	☐
Student class attendance data	☐	☐	☐	☐	☐	☐	☐
Communication							
Online communication captured (emails, blog entries)	☐	☐	☐	☐	☐	☐	☐
Conduct							
Conduct or behavioral data	☐	☐	☐	☐	☐	☐	☐
Demographics							
Data of birth	☐	☐	☐	☐	☐	☐	☐
Place of birth	☐	☐	☐	☐	☐	☐	☐
Gender	☐	☐	☐	☐	☐	☐	☐

Ethnicity or race	☐	☐	☐	☐	☐	☐	☐
Language information (native, or primary language spoken by student)	☐	☐	☐	☐	☐	☐	☐
Other demographic information	☐	☐	☐	☐	☐	☐	☐
<i>If 'Other' checked, please specify below checked box:</i>							
Enrollment							
Student school enrollment	☐	☐	☐	☐	☐	☐	☐
Student grade level	☐	☐	☐	☐	☐	☐	☐
Homeroom	☐	☐	☐	☐	☐	☐	☐
Guidance counselor	☐	☐	☐	☐	☐	☐	☐
Specific curriculum programs	☐	☐	☐	☐	☐	☐	☐
Year of graduation	☐	☐	☐	☐	☐	☐	☐
Other enrollment information	☐	☐	☐	☐	☐	☐	☐

<i>If 'Other' checked, please specify below checked box:</i>							
Parent/Guardian Contact Information							
Address	☐	☐	☐	☐	☐	☐	☐
Email	☐	☐	☐	☐	☐	☐	☐
Phone	☐	☐	☐	☐	☐	☐	☐
Parent/Guardian ID							
Parent ID number (created to link parents to students)	☐	☐	☐	☐	☐	☐	☐
Parent/Guardian Name							
First and/or last	☐	☐	☐	☐	☐	☐	☐
Schedule							
Student scheduled courses	☐	☐	☐	☐	☐	☐	☐
Teacher names	☐	☐	☐	☐	☐	☐	☐
Special Indicator							
English language learner information	☐	☐	☐	☐	☐	☐	☐
Low-income status	☐	☐	☐	☐	☐	☐	☐

Medical alerts/health data	☐	☐	☐	☐	☐	☐	☐
Student disability information	☐	☐	☐	☐	☐	☐	☐
Specialized education Services (IEP or 504)	☐	☐	☐	☐	☐	☐	☐
Living situations (homeless/foster care)	☐	☐	☐	☐	☐	☐	☐
Other indicator information	☐	☐	☐	☐	☐	☐	☐
<i>If 'Other' checked, please specify below checked box:</i>							
Student Contact Information							
Address	☐	☐	☐	☐	☐	☐	☐
Email	☐	☐	☐	☐	☐	☐	☐
Phone	☐	☐	☐	☐	☐	☐	☐
Student Identifiers							
Local (school County Office of Education) ID number	☐	☐	☐	☐	☐	☐	☐
State ID number	☐	☐	☐	☐	☐	☐	☐

Provider/app assigned student ID number	☐	☐	☐	☐	☐	☐	☐
Student app username	☐	☐	☐	☐	☐	☐	☐
Student app passwords	☐	☐	☐	☐	☐	☐	☐
Student Name							
First and/or last	☐	☐	☐	☐	☐	☐	☐
Student In App Performance							
Program/application performance (e.g. typing program – student types 60 wpm, reading program – student reads below grade level)	☐	☐	☐	☐	☐	☐	☐
Student Program Membership							
Academic or extracurricular activities a student may belong to or participate in	☐	☐	☐	☐	☐	☐	☐
Student Survey Responses							
Student responses to surveys or questionnaires	☐	☐	☐	☐	☐	☐	☐

Student Work							
Student generated content; writing, pictures, etc.	☐	☐	☐	☐	☐	☐	☐
Other student work data	☐	☐	☐	☐	☐	☐	☐
<i>If 'Other' checked, please specify below checked box:</i>							
Transcript							
Student course grades	☐	☐	☐	☐	☐	☐	☐
Student course data	☐	☐	☐	☐	☐	☐	☐
Student course grades/performance scores	☐	☐	☐	☐	☐	☐	☐
Other transcript data	☐	☐	☐	☐	☐	☐	☐
<i>If 'Other' checked, please specify below checked box:</i>							
Transportation							
Student bus assignment	☐	☐	☐	☐	☐	☐	☐

Student pick up and/or drop off location	☐	☐	☐	☐	☐	☐	☐
Student bus card ID number	☐	☐	☐	☐	☐	☐	☐
Other transportation data	☐	☐	☐	☐	☐	☐	☐
<i>If 'Other' checked, please specify below checked box:</i>							
Other							
Other data collected	☐	☐	☐	☐	☐	☐	☐
<i>If 'Other' checked, please list each additional data element used, stored, or collected by your application below checked box:</i>							
None							
No student data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	☐	☐	☐	☐	☐	☐	☒

If Student Data is stored outside the United States, Provider shall list below the Countries where data is stored:

[]

EXHIBIT C: DEFINITIONS

Change of Control: Any merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of Provider or of the portion of Provider that performs the Services in the Service Agreement.

Contextual Advertising: Contextual advertising is the delivery of advertisements based upon a current visit to a Web page or a single search query, without the collection and retention of data about the consumer's online activities over time.

De-Identified Data: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific student, including, but not limited to, any information that, alone or in combination is linkable to a specific student.

Data Breach: An unauthorized release, access to, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider in violation of applicable state or federal law.

Educational Records: Educational Records shall have the meaning set forth under FERPA 20 U.S. C. 12 32 g(a)(5)(A). For additional context see also the 'Student Data' definition.

LEA: For the purpose of this DPA, the LEA is the educational entity that is a Party to this Agreement. An LEA can be a state agency, an educational service agency, a charter school or school system or a private school or school system, in addition to the federal definition of Local Education Agency (LEA).

Metadata: Means information that provides meaning and context to other data being collected including, but not limited to date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information or Student Data.

Originating LEA: An educational entity otherwise meeting the definition of LEA that originally executes the DPA in its entirety (including the marked checkbox enabling Exhibit "E") with the Provider.

School Official: For the purposes of this DPA and pursuant to FERPA 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Educational Records; and (3) Is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Educational Records.

Service Agreement: Refers to the quote, corresponding contract, purchase order or terms of service and/or terms of use.

Student Data: Student Data includes any data, whether gathered, created or inferred by Provider or provided by LEA or its users, students, or students' parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student's Educational Record, persistent unique identifiers, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata that has not been stripped of all direct and indirect identifiers. Student Data further includes

“Personally Identifiable Information (PII),” as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit “B” is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not include properly De- Identified Data or anonymous usage data regarding a student’s or LEA’s use of Provider’s Services.

Student Generated Content: The term “Student Generated Content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content. “Student Generated Content” does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.

Subprocessor: For the purposes of this DPA, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to or storage of Student Data, including security, storage, analytics, and other processing activities necessary to perform a Provider business purpose.

Subprocessor Agreement: An agreement between Provider and a third party Subprocessor. A Subprocessor Agreement includes either a written agreement or an acceptance of terms and conditions (e.g., click through agreements).

Subscribing LEA: An educational entity otherwise meeting the definition of LEA that was not party to the original Service Agreement and who accepts the Provider’s General Offer of Privacy Terms by executing Exhibit “E”.

Targeted Advertising: Targeted Advertising means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Provider Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include Contextual Advertising.

EXHIBIT D: SPECIAL INSTRUCTIONS FOR DISPOSITION OF DATA

After this DPA takes effect, if the LEA has special requirements for the disposition of Student Data that are not expressed in 4.6 Disposition of Data, the LEA may fill in this form and deliver it to the Provider.

The Provider and the LEA must not fill in this form at the initiation of the DPA.

The Provider shall act on Exhibit “D” from the designated representative of the LEA or their designee (Preamble or Exhibit “E” for Subscribing LEA).

[Insert Name of County Office of Education or LEA] (“LEA”) instructs Provider to dispose of Student Data obtained by Provider pursuant to the terms of the DPA between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

- ☐ Disposition is partial. The scope of Student Data to be disposed of is set forth below or found in an attachment to this Directive:

[Insert categories of Student Data here]

- ☐ Disposition is complete. Disposition extends to all Student Data.

2. Nature of Disposition

- ☐ Disposition shall be by destruction or deletion of Student Data.

- ☐ Disposition shall be by a transfer of Student Data. The Student Data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Timing of Disposition

Student Data shall be disposed of by the following date:

- ☐ As soon as commercially practicable
- ☐ On Provider’s standard destruction schedule
- ☐ By *[Insert Date]*

4. De-Identified Data

- ☐ The Provider certifies that they have De-Identified the data, as defined elsewhere in this Agreement, and disposed of all copies of Student Data that were not De-Identified in accordance with this Schedule and the DPA. The Provider will notify LEA in accordance with the notification requirements of the DPA using this form.

As of *[Insert Date]*

5. Other:

Signature(s)

Notice of Verified Disposition of Data

Authorized Representative of
LEA

Date

Authorized Representative of
Provider

Date

EXHIBIT E: GENERAL OFFERS OF TERMS

Page 1 of 2: OFFER OF TERMS

Provider and the Subscribing LEA (named below) agree by signing this General Offer of Privacy Terms ("General Offer") that they are bound by the same terms as the DPA between Provider and San Mateo County Office of Education ("Originating LEA") dated _____.

Provider and Subscribing LEA agree that the information below will be replaced throughout the DPA with the information specific to the Subscribing LEA filled in below for the Subscribing LEA. This General Offer shall extend only to the terms set forth in this DPA and shall not necessarily bind Provider or Subscribing LEA to any other terms entered into between Provider and Originating LEA. Any commercial terms, such as price, term, or schedule of Services, relating to Subscribing LEA's use of the Provider's Services shall be determined solely between Provider and Subscribing LEA.

If Provider makes changes to Exhibit "A" or Exhibit "B" in accordance with sections 1.2 and 1.3 respectively, Provider must complete the Addendum template provided by the A4L Community and notify the Originating LEA and all Subscribing LEAs in accordance with the notification provisions of this DPA, of the Addendum's existence and contents. With regard to a Subscribing LEA, an Addendum is automatically incorporated into this DPA when Subscribing LEA is notified by Provider. If an Addendum modifies Exhibit "B", the LEA will have thirty (30) days from receipt to object. If no written objection is received it will become incorporated into the DPA between the parties.

The Provider may withdraw the General Offer (for future use or for LEAs that have not already accepted it) in the event of: (1) a material change in the applicable privacy statutes; or (2) a material change in the Services and products listed in the Service Agreement. Notification of a withdrawal shall be submitted to ndpa_requests@A4L.org.

Subscribing LEAs shall send the signed Exhibit "E" to Provider at the following email address:

The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

RESOURCE NAME(S):

[Insert all Resource Names covered by Originating DPA]
[]
[]
[]

PROVIDER: [Insert Name of Provider]

Signed By: _____ Date: _____

Printed Name: _____ Title/Position: _____

Exhibit "E" (continued)

Originating LEA: San Mateo County Office of Education

Resource Names: _____

Provider Name: _____

Page 2 of 2: [INSERT NAME] "SUBSCRIBING LEA"

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Originating LEA and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER.** Please note, by signing this Exhibit you are also agreeing to any language that may be included in Exhibits to the Originating DPA beyond this Exhibit "E". The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

Subscribing LEA: [Insert Name of Subscribing LEA]

Signed By: _____ Date: _____

Printed Name: _____ Title/Position: _____

School County Office of Education Name: _____

Designated Representative of LEA:

Name: _____ Title: _____

Address: _____

Telephone: _____ Email: _____

Notices to Subscribing LEA: The Provider and Subscribing LEA are each responsible to promptly notify the other Party of changes to the notice information.

Security Notices to Subscribing LEA

[Subscribing LEA Security Name
]

[Subscribing LEA Security Role
]

[Subscribing LEA Security Postal Address
]

[Subscribing LEA Security E-mail Address
]

[Subscribing LEA Name
]

[Subscribing LEA Role
]

[Subscribing LEA Postal Address
]

[Subscribing LEA E-mail Address
]

With a copy to (if provided):

[Subscribing LEA Legal Counsel
]

[Subscribing LEA Legal Counsel Postal Address
]

[Subscribing LEA Legal Counsel E-mail Address
]

EXHIBIT F: ADEQUATE CYBERSECURITY FRAMEWORKS

Provider must mark one or more frameworks with which it complies.

The Provider may change which framework it complies with without invalidating or changing the DPA, but must notify the LEA of such change in accordance with the notification requirements of the DPA.

FRAMEWORK(S)	
	Global Education Security Standard - https://sdpc.a4l.org/gess/
	NIST Cybersecurity Framework (CSF)
	NIST SP 800-53 Security and Privacy Controls for Information systems and organizations
	NIST SP 800-171 Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations
	ISO 27000 series, Standards for implementing organization security and management practices
	CIS Center for Internet Security Critical Security Controls
	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

This space is provided for optional security programs and measures as noted in section 5.3:

EXHIBIT G: Supplemental State Terms for California & AI Addendum

This Amendment for State Terms for California (“Amendment”) is entered into on the date of full execution (the “Effective Date”) and is incorporated into and made a part of the Student Data Privacy Agreement (“DPA”) by and between: San Mateo County Office of Education located at 101 Twin Dolphin Dr., San Mateo, CA 94065 (the “Local Education Agency” or “LEA”) and VENDOR NAME located at ADDRESS (the “Provider”).

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

WHEREAS, The Provider is providing educational or digital services to LEA, which services include: (a) cloud-base services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

WHEREAS, The Provider and LEA have entered into the Service Agreement (which collectively are referred to as the “Service Agreement”), to provide certain Services to the LEA as set forth in the Service Agreement, and this DPA and/or subsequent contractual or ordering documents.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 USC § 1232g (32 C.F.R. Part 99); the Protection of Pupil Rights Amendment (“PPRA”) at 20 USC §1232h; and the Children’s Online Privacy Protection Act (“COPPA”) at 15 USC §6501 – 6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

WHEREAS, the Provider and LEA agree that additional and modified sections are required to address the use of Artificial Intelligence (“AI”) as part of the services or product provided; and

WHEREAS, the Provider and LEA desire to enter into this Amendment for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations; and

NOW, THEREFORE, for good and valuable consideration, LEA and Provider agree to the following:

1. Term. Unless otherwise terminated by the Parties, This Amendment shall remain effective for the duration of the attached DPA.

2. Amendment to ARTICLE II § 2.2.1. of the DPA (Parent, Legal Guardian and Student Access) is amended as follows:

In accordance with California Education Code § 49073.1(b)(2), should the Provider store or maintain Student-Generated Content, the Provider shall, upon request from the LEA, provide a mechanism for students to retain ownership of the content they create, which shall include text or images generated by Artificial Intelligence, to be define below. Furthermore, this NDPA does not impede the ability of students to download, export, or otherwise save or maintain their own Student Generated Content directly from Provider or for Provider to provide a mechanism for such download, export, transfer or saving to students, or the student’s parent or legal guardian. Nor does it impede the ability of Providers to offer LEAs features to allow such ability.

3. Amendment to ARTICLE I, to include the addition(s) of § 1.5 & 1.5.1 & 1.5.2:

1.5 Use of Artificial Intelligence. If the Services described in Exhibit “A” require Provider to use AI, ownership of Student Data shall remain with the County Office of Education or Student. The Provider is prohibited from using or reproducing Student Data for AI training or content generation without prior written consent from the County Office of Education. Furthermore, sub-licensing Student Data for these purposes is strictly prohibited without explicit written permission from the parents or eligible pupils. Access to County Office of Education-provided Student Data is limited to authorized users unless granted in writing by the LEA or otherwise permitted under this DPA.

1.5.1 Hallucinations. Provider will provide notice in the event that any feature of the services it provides is modified to include AI functions. Provider further represents that it will monitor that Hallucination rate of the service and take industry standard methods to reduce Hallucination rates.

1.5.2 Collection of Student Data and AI Use. The Provider must complete the attached AI Schedule of Data.

4. Amendment to Article 4, to add a new Section 4.8:

4.8 Algorithmic Biases

The Provider certifies that any AI technologies used in facilitating the Services are regularly audited for biases and fairness and, if necessary, Provider shall implement strategies to identify and mitigate any discriminatory effects or biases in AI decision-making. Upon request by the LEA, the Provider shall provide the LEA an abstract or summary of findings of that portion of the audit pertaining to algorithmic bias.

Furthermore, Student Data, as defined elsewhere in the DPA, shall not be used for training purposes or to develop synthetic and/or inferred data. All other provisions of the DPA shall remain in effect.

5. Amendment to Exhibit C: Definitions shall be amended to include the following terms:

Algorithmic Bias: Where an algorithm produces systematically prejudiced outcomes favoring certain groups or disadvantaging others based on characteristics like gender, race, age, ethnicity or other protected attributes.

Artificial Intelligence: Refers to systems that display intelligent behavior by analyzing their environment and taking action, with some degree of autonomy, to achieve specific goals.

Hallucination: A response by an artificial intelligence to a user request or query that is incorrect, nonsensical or misleading that may appear to be factually correct.

Describe how Student Data is Use:

DESCRIPTION

Any other information related to Provider’s use of AI:

DESCRIPTION

The Provider certified that AI technologies used in facilitating the Services are regularly audited for biases and fairness and, if necessary, Provider shall implement strategies to identify and mitigate any discriminatory effects or biases in AI decision-making. Furthermore, Student Data, as defined elsewhere in the DPA, shall not be used for training purposes or to develop synthetic and/or inferred data. All other provisions of the DPA shall remain in effect.

IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

LEA: San Mateo County Office of Education

Signed By:

Date:

Printed Name: Kevin J. Bultema Title/Position: Deputy Supt. Business Services

PROVIDER: [Name of Provider

Signed By: _____ Date: _____

Printed Name: _____ Title/Position: _____

AI Addendum

(METHODS EMPLOYED BY THE AI)

The following information correlates to how the Provider will use AI in the delivery services to LEA.

Type of AI Used	Description/Common Uses	Optional	Required
Intelligent Tutoring Systems/agents (ITS)	Personalized instruction based on students' individual learning needs and progress	☐	☐
Adaptive Learning/Assessment Platforms	Adjusts the difficulty level and content of learning materials based on the students' performance and learning pace	☐	☐
Natural Language Processing (NLP)	Analyze and understand student's written or spoken responses, providing feedback or assistance in language learning tasks.	☐	☐
Machine Learning-based Recommended Systems	Recommend educational resources, such as books, videos, or exercises, based on students' preferences, learning styles, and performance history.	☐	☐
Virtual Assistants (i.e. Alexa, Siri, Merlyn Mind)	Provide automated and personalized support by handling tasks, answering questions, and managing workflows.	☐	☐
Chatbots/LLMs (i.e. ChatCPT)	Facilitate automated and interactive communication; provide instant responses to questions and assists with various tasks through natural language processing.	☐	☐
Data Analytics and Predictive Modeling	Analyze historical data and identify patterns to forecast future trends and inform strategic decision-making.	☐	☐
Gamification and/or Personalized Learning Paths	Enhance engagement and optimize individual learning experiences by incorporation fame-like elements and /or tailoring educational content to each learner's unique needs and progress.	☐	☐

Computer Vision (i.e. CNNs, GANs)	Interpret, analyze, and generate visual data, mimicking human visual perception for applications such as image recognition, object detection, and image synthesis.	☐	☐
Recommender Systems/Filtering (i.e. KNN, TF-IDF)	Analyze user preferences and behavior to suggest personalized content, products, or services	☐	☐
Translation (i.e. Transformer, DeepL)	Translate text from one language to another, leveraging advanced machine-learning techniques to understand and generate human-like language translations.	☐	☐
Neural Machine Translation (NMT)	Algorithms used to provide accurate and fluent translations by understanding and processing entire sentences as opposed to individual words or phrases.	☐	☐
Speech Recognition (i.e. DNNs, Wav2Vec)	Convert spoken language into text by accurately identifying and processing the acoustic signals of human speech.	☐	☐
Time Series Analysis (i.e. ARIMA, LSTMs)	Analyze and interpret temporal data points to identify patterns, trends, and seasonal variations, aiding in forecasting and decision-making.	☐	☐
Reinforcement Learning (i.e. Q-Learning, DQNs)	Teaches optimal behaviors and decision-making policies by interacting with an environment and receiving feedback through rewards and penalties.	☐	☐
Dimensionality Reduction (i.e. PCA, t-SNE)	Reduces the number of variables in a dataset while preserving as much variability and information as possible to simplify analysis and visualization.	☐	☐
Other Types of AI Used	Specify other types of AI here:	☐	☐
Purpose of AI Use	Description	Optional	Required

Personalized learning	Customized learning to match a students' strengths, weaknesses, and learning styles.	☐	☐
Enhanced Teaching and Learning	Assist teachers in delivering more effective instruction and help students grasp difficult concepts more easily.	☐	☐
Automated Grading and Feedback	Automate the grading for assignments, quizzes, and exams; provides immediate feedback to students.	☐	☐
Identifying Learning Gaps	Analyze student performance data to identify areas where students are struggling and provide targeted interventions to address learning gaps.	☐	☐
Supporting Special Education	Additional support and accommodations for students with special needs, including personalized learning plans and assistive technologies	☐	☐
Promoting Engagement and Motivation	Gamification elements and interactive learning experiences; increase student engagement and motivation	☐	☐
Administrative Support	Assist with administrative tasks such as scheduling, grading, and managing educational resources	☐	☐
Parental Engagement	Provide parents with insights into their student's academic progress, for communication and collaboration between parents, students, and teachers	☐	☐
Other Purpose(s) for AI Use	Specify purpose(s) for AI here:	☐	☐
Student Data Collected with Use of AI	Description	Optional	Required
Student Name	First and/or Last	☐	☐

Data of Birth	Student's date of birth	☐	☐
Student ID Numbers	Unique identification numbers to students for record-keeping purposes.	☐	☐
Demographic Information	Gender, race, ethnicity, nationality, language spoken at home, etc.	☐	☐
Academic Records	Academic performance, grades, attendance, disciplinary history, etc.	☐	☐
Special Education Information	Individualized education plans (IEPs), accommodations, special needs, etc.	☐	☐
Health Information	Physical or mental health conditions, medications, allergies, medical history, etc.	☐	☐
Biometric Data	Fingerprints, facial recognition, or voiceprints for authentication or identification	☐	☐
Behavioral Data	Behavior, interactions with educational materials, engagement levels, learning preferences, etc.	☐	☐
Location Information	Track locations, GPS-enabled devices, attendance tracking systems, etc.	☐	☐
Input Data	Information fed into an AI model or algorithm, which is used to train, validate, and test them model to make predictions or perform specific tasks.	☐	☐
Other Student Data	Specify other Student Data here:	☐	☐
No AI used at this time	Provider will immediately notify LEA if this designation is no longer applicable.	☐	☐

☒ All requested AI Elements have been identified in this Exhibit and are correct at time of signature.

Appendix B: Required Forms – Proposal Submission Checklist

- Appendix B: Proposal Part 1: Required Forms
 - Purchase Agreement
 - Acknowledgement of Amendments to RFP
 - Vendor Representation and Certification
 - Non Collusion Declaration
 - Certificate of Primary Participation regarding Debarment, Suspension, and Other Responsibility Matters
 - Certificate of Restriction of Lobbying
 - Worker’s Compensation Certificate
 - Drug Free Workplace Certificate
 - Tobacco Use Policy
 - Contact with Students
 - Notice to Contractors Regarding Valid Criminal Records Summary
*If applicable
 - W-9
 - Insurance Requirements

- Appendix C – Supplemental Materials
 - Draft Project Plan
 - Sample Vendor Contract (if applicable)
 - Service Level Agreement (SLA) (if applicable)
 - Maintenance Agreement (MA) (if applicable)
 - Sample Reports and Training Materials
 - Additional Resources that Support the Proposal (if applicable)

- Appendix D: Proposal Part 2: Pricing Form

- Appendix E – Proposal Part 3: Response to Requirements
 - Section 1: Vendor Support and Ability to Perform
 - Section 2: Technology
 - Section 3: Implementation and Interoperability
 - Section 4: Pricing Requirements
 - Section 5: Exceptions

PURCHASE AGREEMENT

Upon notification of selection and Board Approval, the undersigned hereby promises and agrees to furnish all articles or services within the dates specified, in the manner and form and at the prices herein stated in strict accordance with the advertisement, specifications, proposals and general conditions all which are made a part of the purchase agreement.

Name under which business is conducted _____

Business Street Address _____ Tel: _____

City: _____ State: _____ Zip Code: _____

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above.

Signature: _____

Name : _____ Date: _____

IF PARTNERSHIP, sign here:

The undersigned certify that we are partners in the business named above and that we sign this purchase agreement with full authority so to do. (One (1) or more partners sign)

Signature: _____

Name : _____ Date: _____

IF CORPORATION, execute here:

The undersigned certify that they sign this purchase agreement with full and proper authorization so to do.

Corporate Name: _____

Signed: _____ Date: _____

Name: _____ Title: _____

Signed: _____ Date: _____

Name: _____ Title : _____

Incorporated under the laws of the State of _____

ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

VENDOR HEREBY ACKNOWLEDGES RECEIPT OF ANY AND ALL AMENDMENTS TO THE RFP.

If Vendor has no knowledge of any amendments to the RFP having been issued to, or received by Vendor, please check following box: ☐

Amendments

Amendment No.	Date Published	Date Received

Vendor Name: _____

Signed: _____ Date: _____

Name: _____ Title: _____

VENDOR REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

- He/she is a duly authorized agent of the Vendor with the authority to submit a Proposal on behalf of the Vendor (corporate or other authorization confirmation may be requested prior to final contract execution).
- He/she has read the complete RFP documents and all amendments issued pursuant thereto.
- The Proposal complies with State conflict of interest laws. The Vendor certifies that no employee of its firm has discussed, or compared the Proposal with any other Vendor or County Office of Education employee, and has not colluded with any other Vendor or County Office of Education employee.
- If the Vendor's Proposal is accepted by the County Office of Education, the Vendor will enter into a contract with the County Office of Education to provide the Services, Systems and Equipment described by the Proposal on the terms mutually acceptable to the County Office of Education and the Vendor.
- The County Office of Education reserves the right to reject any or all proposals.

I hereby certify that I am submitting the attached Proposal on behalf of the entity submitting the proposal and listed below.

I understand that, by virtue of executing and returning this required response form with the Proposal, I further certify that the Vendor understands and does not dispute any of the contents of the proposal requirements (except as may be noted in the response).

Vendor Name: _____

Address: _____

Telephone: _____ FAX: _____

E-Mail: _____

Date: _____

By: _____ Signature of Authorized Agent

Name of Authorized Agent

Title

NOTE: If Joint Venture, each member of the joint venture must provide a completed certificate form.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY VENDOR AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106) The undersigned declares:

I am the _____ (title) of _____ (Vendor), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham proposal. The Vendor has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other Vendor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Vendor. All statements contained in the proposal are true. The Vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Vendor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Vendor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Name

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I certify that I and the principals of the responding Vendor listed below:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one (1) or more public transactions (federal, state or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an expiration to this certification.

I HEREBY CERTIFY AND AFFIRM THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Vendor Name: _____

Signed: _____ Date: _____

Name: _____ Title: _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I hereby certify on behalf of the responding Vendor listed below that it meets the following qualifications:

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: _____

Signed: _____ Date: _____

Name: _____ Title _____

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 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 employees.

c. For any county, city, city and county, municipal corporation, public COUNTY OFFICE OF EDUCATION, 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 Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Vendor Name: _____

Signed: _____ Date: _____

Name: _____ Title: _____

(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 awarding body prior to performing any work under the contract.)

SAN MATEO COUNTY OFFICE OF EDUCATION

San Mateo, California

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Vendor may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
- c. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the COUNTY OFFICE OF EDUCATION determines that I have either (a) made false certification herein, or

(b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Vendor Name: _____

Signed: _____ Date: _____

Name: _____ Title: _____

TOBACCO USE POLICY

In the interest of public health, the San Mateo County Office of Education provides a tobacco-free environment. Pursuant to San Mateo County Office of Education Board Policy 3513.3 smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the County Office of Education. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Vendor Name: _____

Signed: _____ Date: _____

Name: _____ Title: _____

CONTACT WITH STUDENTS

☐ I hereby certify that no employees or subcontractors will have any interaction with students (including, but not limited to, in-person interactions, virtual interactions, help desk interactions, interactions by delivery and/or training personnel) unless under the immediate supervision and control of a parent, legal guardian, or San Mateo County Office of Education employee.

OR

☐ Employees or subcontractors may have interactions with students that are not immediately supervised by a parent, legal guardian, or San Mateo County Office of Education authorized employee.

**If checking this box a Certification by Contractor is required.*

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

Signature: _____ Date: _____

Vendor Legal Name: _____

Name: _____ Title: _____

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school County Office of Education) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a County Office of Education/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ 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 DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school County Office of Education that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

.....

CERTIFICATION BY CONTRACTOR

To the Governing Board of San Mateo County Office of Education

I, _____, am the _____ of
Name of individual Title

Name of Contractor

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125. I.
2. Due to the nature of the services that will be provided to the County Office of Education, Contractor's employees will or may have contact with students of the County Office of Education outside of the immediate supervision and control of the student's parent or guardian or County Office of Education employee.
3. I have obtained and reviewed the valid Criminal Records Summary of my employees who will be performing services for the County Office of Education. If any subsequent/future employees will be performing services for the County Office of Education, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the County Office of Education.

4. None of the employees who will be performing the services to the County Office of Education have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

Legal Name of Contractor: _____

Signature: _____

Typed or printed name: _____

Title: _____

Address: _____

Telephone: _____

W-9

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

San Mateo County Office of Education - Insurance Requirements

All insurers must be duly licensed and admitted by the State of California.

Mandatory Requirements (unless County Office of Education reduces or excludes coverage requirements)

1. Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella Liability.
2. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 excess/umbrella coverage.

Minimum Limits (if required by County Office of Education)

1. Automobile Liability insurance for bodily injury and property damage in an amount of not less than \$1,000,000 per occurrence with no annual aggregate limit.
2. Workers' Compensation and Employer's Liability insurance in the amount of not less than \$1,000,000 per occurrence.
3. Professional Liability and Cyber Insurance in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.

Additional Insured Endorsement Language

"San Mateo County Office of Education, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by County Office of Education shall be excess and noncontributory."

Additional Insured Endorsements are required to accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation. See sample certificate on the San Mateo County Office of Education website at www.SMCOE.org.

Additional Required Documents

Certificates of Insurance must be accompanied by a list of all excluded coverages under the general liability and excess/umbrella liability policies. The exclusion policy document section may be emailed or faxed to Risk Management & Insurance. The general liability and excess/umbrella liability documents must list the corresponding policy numbers referenced on the Certificate of Insurance.

I hereby agree to the insurance requirements specified herein.

Vendor Name: _____

Signed: _____ Date: _____

Name: _____ Title: _____

Appendix C: Supplemental Materials

- Draft Project Plan
- Sample Vendor Contract (if applicable)
- Service Level Agreement (SLA) (if applicable)
- Maintenance Agreement (MA) (if applicable)
- Sample Reports and Training Materials
- Additional Resources that Support the Proposal (if applicable)

Additional material may be submitted with the Proposal in Appendix C. Supplementary materials that directly support a requirement of the RFP must be clearly identified, including a specific page number reference in direct response to the requirement. It is the Vendor's responsibility to provide sufficient detail in the Proposal Form response to support the Solution's compliance with all technical requirements. Brochures, marketing materials, or additional company documentation that are not clearly identified as a direct response to a requirement may not be considered in scoring the Proposal. Any additional descriptive material that is used in support of any information in Vendor's Proposal must be clearly identified.

Appendix D: Pricing Form

Detail all costs associated with the proposed Solution, including, but not limited to, all equipment and services including, but not limited to, complete: packing, containers, transportation, delivery, shipping F.O. B. County Office of Education location, assembly, disposal of waste, installation, labor, implementation, programming, configuration, documentation, testing, software licensing and maintenance, training, ongoing support, Solution maintenance, repairs, materials, components, parts, supplies, tools, utility, recommended professional services, surcharges, and costs of optional equipment, services, and products and any other anticipated costs to SMCOE to provide the Solution and perform the related services in a good workmanlike manner as specified in this RFP and in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the Solution.

Describe any assumptions made impacting the cost proposal, and any limitations (e.g., professional service hours, minimum quantities or order amount) that apply to the listed costs. The pricing quoted must include all activities necessary for a complete, turn-key Solution. **Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.**

Responses must be submitted on the Pricing Form included herein. Enter information as requested in the Pricing Form, as required to provide itemized pricing for the proposed Solution to meet the requirements specified in this RFP. Include all costs, including but not limited to, Software, services, implementation, training, any proposed equipment, and per-transaction costs required to meet the minimum specifications in this RFP. Vendors may expand or modify the Pricing Form as needed to clearly include all costs for the Solution and related services.

If discrepancies between the Total Cost and Pricing Formula are found, the Proposal may be rejected. If, however, the Proposal is not rejected, the Pricing Formula will provide the basis for resolving such discrepancies.

One-Time Costs Form: Expand the following table as required to provide pricing for the proposed Solution to meet the requirements specified in this RFP.

Vendor Name: _____

One-Time Costs			
Item	Description	Pricing Formula (ex: \$ per hour, \$ per student, etc.).	Total Cost
Implementation	<i>Including but not limited to: Data Integration, Transition from Existing Systems, Project Management, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, County Office of Education Trainers and Teachers)</i>		
Training	<i>Including but not limited to: Training Services(Core IT Staff, County Office of Education Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)</i>		
Development, and/or Services not covered by Warranty or Service Contract	<i>Including but not limited to: development, and/or services not covered by warranty or service contract (ex: hourly rate).</i>		
Other	<i>Please Describe:</i>		
Total One-Time Costs:			

Recurring Costs Form:

Expand the following table as required to provide pricing for the proposed Solution to meet the requirements specified in this RFP. Include Software Upgrade Costs and Maintenance Support and Assurance. Explain any escalation or price change for each year if pricing for each year is not identical. Provide the hourly rate for services not covered by warranty or service contracts.

Recurring Costs			
Item	Examples of Included Items	Pricing Formula <i>(ex: \$ per hour, \$ per student, etc.).</i> If there is an annual escalator, include the unit cost per year.	Estimated Total Cost <i>(Years 1-5)</i>
Licensing and Support	Including but not limited to: licensing fees, ongoing support, Solution maintenance.		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Integrations or Other Service Fees	Including but not limited to: costs to maintain automated integrations with data and user authentication systems.		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:

Other	Please Describe:		Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:
Total Recurring Costs			Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL:

Per Transaction Costs Form: Expand the following table as required to provide pricing for the proposed Solution to meet the requirements specified in this RFP.

Per Transaction Costs	
Description of Units (per claim, per reimbursed claim, per tracked service, etc.) <i>If pricing is volume-dependent, please state criteria clearly in response to this section.</i>	Pricing Formula <i>(ex: % of reimbursed fees, flat amount per billed claim).</i> <i>If there is an annual escalator, include the unit cost per year.</i>
Total Annual Recurring Costs:	

Optional Services and Costs Form: Expand the following table as required to provide pricing for the proposed Solution to meet the requirements specified in this RFP. All costs for functionality in the proposal must be listed in the Optional Services/Solutions if not identified in the previous pricing forms. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

Optional Services/Solutions and Costs				
Item	Description <i>(Check box if required to meet minimum requirements of this RFP)</i>	Dependent Requirements <i>(If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts)</i>	Pricing Formula <i>(ex: \$ per hour, \$ per student, etc.).</i> <i>If there is an annual escalator, include the unit cost per year.</i>	Estimated Total Cost <i>(Years 1-5)</i>
	☐ Required to Meet Requirements		 ____Recurring ____One-Time	Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u> TOTAL: ____Recurring ____One-Time
			 ____Recurring	Year 1: Year 2: Year 3: Year 4: <u>Year 5:</u>

	☐ Required to Meet Requirements		____ One-Time	<i>TOTAL:</i> ____ Recurring ____ One-Time
	☐ Required to Meet Requirements		____ Recurring ____ One-Time	<i>Year 1:</i> <i>Year 2:</i> <i>Year 3:</i> <i>Year 4:</i> <u>Year 5:</u> <i>TOTAL:</i> ____ Recurring ____ One-Time

Optional Equipment Costs Form

Expand the following table as required to provide itemized, equipment pricing for the proposed Solution to meet the requirements.

Optional Equipment Costs					
Component/Hardware/ Software	Qty	Total Price	Install	Pricing Formula <i>(ex: \$ per hour, \$ per student, etc.).</i> <i>If there is an annual escalator, include the unit cost per year.</i>	Total

Appendix E: Response to Requirements

Each Vendor shall submit a Proposal with all information requested. The Proposal should be as clear, complete, and consistent as possible. Some items in this section request a direct response or supporting information from the Vendor. Other items are written as statements of compliance. For each requirement, Vendor must include written responses and/or indicate whether the feature request or requirement will be fully met by the Vendor's Proposal. If Vendor's ability to satisfy a feature or requirement is planned for a future date, Vendor must provide the availability date. Responses that are reliant on future/planned development, but do not provide a scheduled availability date will be evaluated as if the Vendor or Solution cannot meet the requirement.

These instructions prescribe the mandatory Proposal format and the approach for the development and presentation of Proposal information. Proposal format instructions must be adhered to, all questions must be answered, and all requested data must be supplied. Vendor response to each of the minimum requirements in this RFP is required. Failure to respond or non-adherence to any minimum requirement in this section may be cause for the Proposal to be rejected.

In addition to responding to the defined minimum requirements, SMCOE encourages Vendors to submit information about additional functionality or services not specifically requested in the RFP and documentation to support the claims in the proposal. Vendors' Proposals should be constructed to provide a complete picture of the features of the proposed solution, the Vendor's ability to perform, and functionality or services that may distinguish the proposed Solution from other competitive offerings. Proposals will be evaluated both on the satisfaction of the County Office of Education's minimum requirements, as well as the additional information submitted by Vendors to depict their complete Solutions.

Contractor Information

Firm/Contractor Name	
Primary Contact Name	
Contact Title	
Contact Email	
Contact Phone	

Definitions

Term	Definition
Availity or Availity Essentials	Claim submission platform used by CBH to accept and evaluate claims for reimbursement for behavioral health services.
CBH	Carelon Behavioral Health: The program and claims administrator responsible for data exchange and overall management of the program.
CYBHI	Children and Youth Behavioral Health Initiative Fee Schedule Program (see program guide for additional information - https://www.dhcs.ca.gov/CYBHI/Documents/CYBHI-Fee-Schedule-Program-Requirements-August-2025.pdf)
Insurer	Commercial health care service plans, disability insurers, Medi-Cal Fee-for-Service, and Medi-Cal managed care plans that insure students for potentially eligible school-linked behavioral health services.
NPI	National Provider Identifier
ORP	Ordering, Referring, Prescribing Providers as defined in the Medi-Cal program.
Provider	SMCOE staff or community-based practitioners providing behavioral health and related services to students.
SPI	Standard Provider Import roster file required to be submitted to CBH to authorize Providers.

Part 1 Vendor Support and Ability to Perform

Please respond to each requirement directly and provide additional documentation as needed to support the Proposal.

1.1 General

1.1.1 Vendor Background/Qualifications:	
Instructions/Overview: Provide a brief description of Vendor's firm(s), as well as any other firms joining with Vendor to provide services.	
History of the firm(s)	
Age of the firm(s)	
Number of employees	
Organizational structure of the firm(s)	
Length of time in the industry	
Number of office locations	
Addresses of all offices	

1.1.2 Vendor Contact(s)	
Instructions/Overview: Provide a list of company contacts. For each provide: name, description of role, detailed experience information and/or resume.	
Contract/sales contact	
Product manager(s)	
Other (specify)	

	Yes	No	Comments
1.1.3 Confirm that Vendor will meet the minimum insurance requirements specified in Appendix B. List any insurance requirements Vendor will request a waiver for, if chosen as the Selected Vendor. If the Selected Vendor fails to maintain the required insurance coverages, without a waiver approved by County Office of Education, County Office of Education may declare Vendor in breach of the Agreement.			
1.1.4 Confirm whether Vendor maintains cyber insurance.			
1.1.5 Vendor acknowledges and agrees to all specifications listed in Sections 1 - 5 of this RFP.			
1.1.6 Vendor makes a written commitment to make available trained personnel, and software support to fully maintain the Solution for a minimum period of five years from the date of implementation.			

1.1.7 Provide a brief overview of Vendor's technical experience, qualifications, and background in providing and maintaining the Solution and related services for education customers. Indicate the prior experience of Vendor that is relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience. Please provide specific examples of recently completed projects similar in size, scope and timeline to this project. Proposal should evidence Vendor's awareness of and support for the unique needs of education clients.

1.1.8 Provide evidence of long-term fiscal stability. Artifacts may include fiscal reports or recent audit results that demonstrate consistent and current financial security. Financial information submitted in response to Section 1.8 will be considered proprietary information.

1.1.9 Describe any independently awarded certifications or credentials held by the Vendor or awarded to the proposed products. Examples of appropriate certifications include those awarded by manufacturers to installation/implementation partners, certifications related to data privacy or security (e.g., FedRAMP), and certifications related to research-supported educational outcomes (e.g., Digital Promise).

Certification:
Description:
Year Awarded:
Link to website:

1.2 Subcontractors

1.2.1 Subcontractors Information: Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by Vendor. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. **Please keep in mind that hosting providers, such as AWS and Azure, are considered subcontractors.** For each proposed subcontractor, include:

Firm Name	
Address	
Management contact person	
Complete description of work to be subcontracted	
Descriptive information concerning subcontractor's organization and abilities.	

	Yes	No	Comments
1.2.2 Vendor agrees to bind every subcontractor by the terms and conditions of this RFP, Vendor Proposal and all resulting agreements, including licensing and			

experience qualifications, as far as such terms and conditions are applicable to the subcontractor(s) work. If Vendor subcontracts any part of this agreement/contract, Vendor shall be fully responsible to the County Office of Education for acts and omissions of its subcontractor and of persons either directly or indirectly employed by Vendor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the County Office of Education.			
--	--	--	--

1.3 References

	Yes	No	Comments
1.3.1 Confirm the Solution is in operational use, actively supported by Vendor in at least three (3) K-12 organizations.			

Provide customer references for at least three (3) education organizations currently serviced by the Vendor. Include the size of each reference organization and the scope of the project. Installations should be similar in scope, timeline and technical design to Vendor's Proposal for the County Office of Education.

- **Organization/Customer Name.**
- **Name, Title, and Contact Information** of an organization contact who has ongoing involvement in the Solution and is knowledgeable about the implementation.
- **Organization/Customer Size** - Indicate the number of employees, students, licenses, and stations. Indicate any additional information that may be useful in determining the size of the organization/customer.
- **Implementation Status** - Confirm whether the Solution is fully implemented (i.e., claims have been submitted for reimbursement). If the Solution is not yet fully implemented, describe the current status of implementation.
- **Implementation Length** - Length of time from contract execution to full implementation of the system.
- **Installation date** of the system.
- **Description of in-use system** – please include details, including but not limited to, which products are currently in use by reference. Please note if the system installed is comparative to the Solution proposed for the County Office of Education. (References must be from organizations using the same or similar products and services). I
- **Vendor Project Manager(s)** for implementation and ongoing use of products and services.

Reference #1

Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation Status	
Implementation length - from contract execution to full implementation	
Installation Date (Go-Live)	
Description of system (features/modules included)	
Vendor Project manager	

Reference #2	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation Status	
Implementation length - from contract execution to full implementation	
Installation Date (Go-Live)	
Description of system (features/modules included)	
Vendor Project manager	

Reference #3	
Organization/Customer Name	

Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation Status	
Implementation length - from contract execution to full implementation	
Installation Date (Go-Live)	
Description of system (features/modules included)	
Vendor Project manager	

1.4 Implementation

	Yes	No	Comments
1.4.1 Vendor confirms that it will provide County Office of Education with a final written implementation plan with specific dates no later than two weeks after receiving notification from the County Office of Education unless a later date is agreed to by both parties. County Office of Education will not be required to implement Vendor's Solution until after approving the implementation plan, obtaining Board approval, and upon full execution of the agreement.			
1.4.2 Confirm that Vendor will provide maintenance services, and will not outsource maintenance.			
1.4.3 Vendor agrees that all Vendor employees who will be on site will adhere to applicable laws and County Office of Education's background check and supervision requirements. All Vendor employees must check in at the administration office of each site prior to any delivery or site work.			
1.4.4 If selected, Vendor will agree to contract language allowing mutual contract termination in whole or in part, in the event County Office of Education does not allocate funding for the continuation of this contract or any portion			

thereof. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

1.4.5 Provide a general project plan that includes implementation of the proposed Solution. Include a general outline of essential tasks/milestones and the estimated timeline for implementation.

1.4.6

A. Describe Vendor's proposed project approach, including the roles and responsibilities of project team members, required tasks and any necessary onsite work.
B. Include a detailed list of County Office of Education and Vendor responsibilities during the implementation process.

A.
B.

1.4.7 Identify examples of Vendor resources/staff that will be assigned to County Office of Education's' implementation, including estimated availability and anticipated time commitment, years of experience with the company, and recent projects similar in scope to County Office of Education implementation.

1.4.8

A. Describe any assumptions or constraints impacting Vendor's project timeline.
B. If any feature or component of the Solution will be phased in on a later timeline, identify those constraints here.

A.
B.

1.4.9 Explain any penalty or liability charge for changes/customization needs prior to and after installation of the proposed Solution.

1.4.10

- A. Confirm that the Solution can transfer student and personnel data from the County Office of Education's incumbent system(s) to the new Solution.
- B. Provide information related to the Vendor's data importing approach.
- C. List any assumptions or conditions that would impact data migration to the Solution from an incumbent system.

- A.
- B.
- C.

1.5 Training

	Yes	No	Comments
1.5.1 Confirm that, if selected, Vendor will provide electronic, editable copies of training materials as well as suggestions for use and best practices as part of the training process.			
1.5.2 Confirm that all costs associated with training options are detailed in Appendix D.			

1.5.3

- A. Provide an overview of the recommended implementation training approach. Describe whether Vendor approaches training through a train-the-trainer approach, turn-key implementation, or other strategy.
- B. Clarify the number of staff that will be directly trained by Vendor personnel under the proposal.
- C. Define whether training will be conducted in person, remotely (synchronous) or via on-demand tools.
- D. Provide an outline of the proposed training content and sample supporting materials.

- A.
- B.
- C.
- D.

1.5.4

- A. Include a detailed explanation of the training Vendor will provide for site leads/management and system administrators.
- B. Please indicate on which functions the system administrator will be trained.

- A.
B.

1.5.5 Describe available on-demand training resources, including online tutorials, asynchronous video training, and help-features embedded in the Solution.

1.5.6 Describe how the Solution supports ongoing training including onboarding for new staff/Providers, additional training for new features or updated program requirements, and refresher training to reinforce best practices within the Solution. .

1.6 Support and Maintenance

	Yes	No	Comments
1.6.1 Confirm that unlimited support is available through a toll-free phone number and online ticketing system, ideally from 6am to 4pm PST (Monday-Friday).			
1.6.2 Confirm emergency after-business-hours support is available for critical issues (site/County Office of Education outage, data integration failure).			
1.6.3 Confirm that, if selected, Vendor will provide full-time, company-employed customer service professionals who are trained specifically to support the products and configuration recommended for County Office of Education.			
1.6.4 Confirm that Vendor does not outsource customer support.			
1.6.5 Confirm that Vendor will appoint one point-of-contact to act as a company liaison and point of escalation for support and/or platform issues for County Office of Education.			
1.6.6 Vendor represents that the Solution will substantially perform in all material respects the functions described in Vendor's Proposal when used and/or accessed properly.			

1.6.7 Provide an overview of Vendor's support model, including the proposed workflow for County Office of Education staff to submit support requests.

1.6.8

A. Describe standard support hours.

B. Describe extended and/or emergency support hours.

C. If standard support is not available 24x7x365, describe criteria used and/or limitations on the availability of emergency or escalated support requests.

A.

B.

C.

1.6.9 Provide data to show the number of support requests, median response time, and customer satisfaction metrics used to evaluate the responsiveness and effectiveness of Vendor's support team.

1.6.10 Please describe the size, work location and organizational structure of the support team.

1.6.11 Describe the escalation procedures for issues.

1.6.12 Describe any audit support provided by Vendor Personnel (i.e., if the County Office of Education claims are subjected to an audit, what support would the Vendor provide to gather data for auditors and support the County Office of Education through the auditing process).

1.6.13 Describe the process for submission, review, escalation and development for new feature requests.

1.6.14 Describe systems in place to capture customer feedback and how that feedback is used to inform Vendor's development and organizational priorities.

1.6.15 Describe how Vendor monitors changes in the CYBHI program requirements and how those changes are incorporated into development pipelines for the Solution.

1.6.16 Provide release notes for system upgrades and enhancements within the past year. release notes are not available, provide a list of features enhanced or added in that timeframe.

1.6.17 State what recourse is available if the proposed Solution does not perform as quoted and the County Office of Education is faced with loss or interruption of service (e.g., failure to submit claims within the required timeframe).

1.6.18 Indicate the provisions for service and support if Vendor's business terminates, is subjected to a strike, or shutdown for any reason.

1.6.19 Clarify any costs for support/technical assistance here and in the Pricing Form in Appendix D. All costs must be defined in the Pricing Form, or they will be borne by the Vendor.

Part 2 Technology Requirements

For each requirement, Vendor must indicate whether the feature request or requirement is fully met in the current, publicly available version of the platform (“Yes”), the feature or requirement is not available (“No”), the feature or requirement is partially satisfied by functionality available in the current release or will be available in a planned, upcoming, future release (“P”), or the feature can be custom developed as desired (“C”). If the feature or requirement is planned for a future date, Vendor must provide the release number (version) and date. Planned enhancements listed without a scheduled release date will be evaluated as if the technology is not available. If the feature can be custom developed Vendors must provide clear pricing in Appendix D: Pricing (hourly, flat rate based on scope of work, etc).

For any feature not included as part of the base Solution, but offered as an additional feature with an additional cost, make a note in Proposal and include the cost in Appendix D.

2.1 General

	Y e s	N o	P (Plann ed)	C (Custom Developm ent Available)	Com ment s
2.1.1 Confirm that the Solution shall be designed to anticipate and provide for increases in data storage needs, increasing size and scope of data sets on-line, and increasing number of users.					
2.1.2 Confirm that regular software updates and upgrades are included.					
2.1.3 Confirm that Solution and all Vendor-supplied content meet Web Content Accessibility Guidelines (WCAG) requirements and ensures access to individuals with disabilities.					
2.1.4 Confirm that the Solution is mobile friendly and allows for easy data entry from anywhere.					

2.1.5 Provide information regarding the Solution database platform and versions supported.

2.1.6 Specify whether the Solution is Vendor-hosted (web/cloud-based) or County Office of Education-hosted (on-premise).

--

2.1.6.1 If the Solution is on-premise, specify all hardware required to support the Solution.

--

2.1.6.2 If the Solution is on-premise, confirm that the Solution can be run in a Virtualized environment (Hyper V).

--

2.1.6.3 If the Solution is web/cloud-based, describe what measures have been taken to ensure resiliency/high availability.

--

2.1.6.4 If the Solution is web/cloud-based, describe any browser or application requirements including: supported browsers and minimum versions, dependencies on third-party software. Please note any browser specific limitations to the functionality provided by the Solution.

--

2.1.7 Provide details regarding Vendor needs and expectations for remote access to systems and open ports required for communication and data exchange between system components.

--

2.1.8 Describe Vendor process for testing and releasing software updates, and providing for business continuity during major upgrades. Describe expectations of County Office of Education staff to apply upgrades for Solution.

--

2.1.9

A. Describe the process and typical frequency of software updates.

--

B. Confirm whether the County Office of Education will have the ability to schedule application of software updates or whether Vendor forces updates during a defined maintenance window.

C. Describe how the County Office of Education will be notified of new software upgrades and tools available.

A.
B.
C.

2.1.10 Describe what features are embedded in the Solution to ensure that Solution and all Vendor-supplied content provide access to individuals with disabilities.

2.1.10.1 Describe the accessibility standard(s) the Solution adheres to (ex: WCAG 2.0AA, WCAG 2.1AA, etc).

2.1.10.2 Describe Vendor's approach to assessing usability and navigability of the Solution (e.g., periodic third-party usability studies, collection of user feedback, use of navigation/user activity data, design review processes).

2.1.11 Describe any differences in functionality between the Solution's mobile application, mobile access to the web interface, and desktop access to the web interface. Be specific about any missing or deprecated features for both requesters and administrative users.

2.2 Performance and Reliability

2.2.1 Describe performance monitoring or other tools/techniques used to ensure consistent response times and availability of the Solution.

2.2.2 Describe Vendor recommended/used database backup, system recovery, and failover capabilities to minimize the system downtime and risk of data loss.

2.2.3

A. State uptime for the Solution for the past year. Scheduled maintenance that renders the Solution unavailable for typical usage, should be counted as an outage.

B. Define uptime commitments included in Vendor's service level agreement.

A.
B.

2.2.4 Provide a list of any site-wide outages over the past two years. Include the duration of the outage and an impact statement listing the services affected.

2.2.5 Describe any data loss or data corruption that occurred in the past year. Identify any customers that experienced lost or compromised data and the source of the issue.

2.2.6 Describe Vendor support for disaster recovery of the complete Solution in the instance of data corruption, complete data failure, complete server failure, or complete site failure. Provide evidence of comprehensive disaster recovery planning.

2.2.7 Describe how Vendor anticipates and provides for increases in data storage needs, increasing size and scope of data sets on-line, and increasing number of users. Provide an overview of how Vendor scales both infrastructure and support personnel to meet necessary demand.

2.2.8 If on-premise installation is recommended, provide all technical documentation including minimum requirements, database sizing recommendations, and Solution architecture and installation.

2.3 Upgrades and Maintenance

2.3.1 Provide details related to scheduled maintenance windows and precautions taken to minimize service disruption due to planned maintenance.

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2.3.2 Clarify whether Vendor will host dedicated, separate production, test and training environments for the County Office of Education under this agreement.

The County Office of Education may request a testing database that is refreshed nightly from production data, where new releases can be previewed and modifications tested prior to application to production. A training database should provide a de-identified/scrambled data set for use in conducting training and developing internal training documents.

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2.3.3 If a dedicated, separate test environment is not provided as part of the Solution, describe Vendor's recommended strategy for safely applying and testing configuration changes and/or large-scale data changes (e.g., modifying an import file).

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2.3.4 Provide details on maintenance service arrangements for the proposed Solution. Please also include all costs in Appendix D.

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2.4 Data and Interoperability

	Yes	No	P	C	Comments
2.4.1 Confirm that the Solution utilizes common standards for data integration and interoperability.					

2.4.2 Please describe how Vendor's proposed Solution supports County Office of Education's full access to extract its user-generated, system and usage data.

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2.4.3 Please specify which platforms Vendor's proposed Solution integrates with for authentication/authorization (Active Directory, Google Single Sign On, etc.).

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2.4.4 Provide an overview of data import/integration options available to import student and provider/practitioner data from the County Office of Education's student and personnel systems.

2.4.5 Describe Vendor's data integration and loading process; please also include sample file layouts.

2.4.6 Describe any integrations Vendor has available to populate or validate student insurance information and/or Medi-Cal eligibility.

2.4.7 Describe integrations Vendor has available to assist with maintaining Provider licensure and scope of practice information.

2.4.8 Describe the Solution's capabilities for generating and submitting the student batch registration file to CBH.

2.4.9 Describe the Solution's capabilities for generating and submitting the Standard Provider Import (SPI) roster to CBH.

2.4.10 Describe the Solution's capabilities for generating and submitting claim information in the required formats to CBH's claims submission platform, Availity Essentials.

2.4.11 Confirm that the Solution allows data sharing with managed care plans and billing systems.

2.4.12 Describe tools available in the Solution to identify and diagnose the root cause of import errors for any of the required integrations described in this section. Provide examples of error reporting available in the Solution.

2.4.13 Describe support for creating custom, scheduled imports and exports (e.g., recurring extracts of service or financial information for integration with other County Office of Education systems).

2.4.14 Describe the Solution's approach to interoperability with related student or other data systems.

2.4.14.1 Explain the process and tools available (ex: API) for County Office of Education to integrate the Solution with other data systems.

2.4.14.2 Confirm that the Solution supports Health Level 7 (HL7) and Fast Healthcare Interoperability.

2.4.14.3 Confirm that the Solution supports Resource (FHIR) standards for healthcare exchange.

2.4.14.4 Describe whether the Solution adheres to common standards (ex: Ed-Fi, One-Roster) and /or leverages third-party integration options (ex: Clever, Classlink) to improve interoperability.

2.4.14.5 If the Solution does not utilize or conform to any common standards, describe how Vendor guarantees data interoperability between Solution and various existing County Office of Education systems.

2.5 Security

	Yes	No	P	C	Comments
2.5.1 Confirm that the Vendor's information security policies are documented and available to the County Office of Education upon request.					
2.5.2 Confirm that the Solution prevents users from accessing information on students that they are not directly involved with.					
2.5.3 Confirm that the County Office of Education may review Vendor internal and/or 3rd party security audits.					
2.5.4 Warrant that Vendor provides background checks on all employees, and/or that only employees who have undergone said background checks will have access to County Office of Education's data.					
2.5.5 Confirm that Vendor requires all employees to sign data handling agreements at hire.					
2.5.6 Vendor agrees that, even if the proposed Solution is hosted by Vendor, data housed in the Solution remains the sole property of County Office of Education and cannot be used in any way not explicitly approved by County Office of Education.					
2.5.7 Confirm that no third-party shall be given access to County Office of Education data for any reason without explicit, written authorization from the County Office of Education. Any third party used to support the Solution must be identified as a designated subcontractor in the RFP response.					
2.5.8 Confirm that Vendor agrees to execute and abide by all terms in the Standard Student Data Privacy Agreement CA-NDPA (CA-NDPA) (included in Appendix F of this RFP).					
2.5.9 Confirm if Artificial Intelligence (AI) is used in the Solution.					

2.5.9.1 If Artificial Intelligence (AI) is used in the Solution, confirm that no County Office of Education data and/or student data is used to train the Solution/Large Language Model.					
2.5.9.2 If Artificial Intelligence (AI) is used in the Solution and County Office of Education's data and/or student data IS used to train the Solution/Large Language Model, confirm that Vendor de-identifies County Office of Education's data and student data before training the Solution/Large Language Model (no identifiable data is used to train the Solution/Large Language Model).					
2.5.9.3 If Artificial Intelligence (AI) is used in the Solution and County Office of Education's data and/or student data is used to train the Solution/Large Language Model, confirm that County Office of Education can opt-out of its data and student data from being included in the training (County Office of Education can elect that no identifiable data is used to train the Solution/Large Language Model).					

2.5.10 Indicate if the Solution can be integrated with platforms for authenticated user permission assignment. Specify which platforms the Solution can be integrated with (such as Active Directory or Google Single Sign On).

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2.5.11 Provide a description of Vendor policy regarding storage, retention, and distribution of data. State Vendor data non-release policy.

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2.5.12 Explain internal Vendor company protocols regarding the handling of client data.

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2.5.13 Please provide information about any data breaches within the past two (2) years, including Vendor's remediation efforts. For the purposes of this question a breach includes any unauthorized access to the system through the Vendor or its subprocessors. Vendor may exclude incidents that are directly attributable to customer security practices.

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2.5.14 The Solution shall effectively secure and protect student information. Please describe the security measures (physical and technological) taken to protect data.

2.5.15 Describe how the Solution and Vendor protect student data and assign roles and permissions to ensure compliance with HIPAA and FERPA requirements.

2.5.16 If Artificial Intelligence (AI) is used in the Solution, describe where AI is used and how Vendor ensures data privacy and security.

2.5.17 Describe how the Solution supports audit logs to track access to and modifications of records.

2.5.18 Describe how user accounts, roles, and permissions can be provisioned in the Solution. Clarify who assigns roles and to what extent account management can be automated based on imports from personnel data systems.

2.5.19 Describe the Solution safeguards in place to prevent unauthorized access.

Part 3 Functionality and Usability

This section should include an in-depth description of the Solution. Please indicate below which system modules Vendor is proposing. It is essential that Vendors respond in a way that demonstrates the full feature set of the Solution and its usability.

Module	Included in Proposal (Y/N)	Comments (Please list applications that must be bundled with purchase if applicable)
3.1 Student Insurance and Eligibility Management		
3.2 Provider and Practitioner Management		
3.3 Service Delivery and Claims Management		
3.4 Program Oversight and Reporting		
3.5 Additional Functionality		

For each requirement, Vendor must indicate whether the feature request or requirement is fully met in the current, publicly available version of the platform. If the feature or requirement is planned for a future date, Vendor must provide the release number (version) and date. Planned enhancements described without a scheduled release date will be evaluated as if the technology is not available. If proposed features can be custom developed Vendors must provide clear pricing in Appendix D:Pricing (hourly, flat rate, etc).

For any feature not included as part of the base Solution, but offered as an additional feature with an additional cost, make a note in Proposal and include the cost in Appendix D.

3.1 Student Insurance and Eligibility Management

3.1.1 Describe how the Solution collects, validates, and securely stores student insurance information required for reimbursement under the CYBHI program. Explain how the Solution minimizes data entry and ensures accuracy.

3.1.2 Explain the Solution's workflow for obtaining, tracking, and documenting parent/guardian consent prior to submitting any claims related to their associated student.

3.1.3 Please describe in detail the separate Vendor and County Office of Education obligations/expectations related to collecting and managing student insurance information and parent/guardian consent.

3.1.4 Describe any additional marketing, direct support, or other resources provided by the Vendor to maximize the number of families providing insurance information and consent.

3.1.5 Explain how the Solution identifies students who may be excluded from CYBHI reimbursement for services based on their insurance plan or coverage type.

3.1.6 Describe how the Solution utilizes insurance plan information to inform claims workflows (e.g., collecting additional information for Medi-cal as required).

3.1.7 Explain how the Solution assesses and tracks students' overall eligibility in accordance with CYBHI requirements, including: enforcement of age restrictions, enrollment with a participating insurer, enrollment in a non-excluded insurance plan type, and a verification of parental consent. Demonstrate how the Solution screens students against program eligibility criteria prior to claims submission.

3.1.8 Describe features in the Solution designed to help identify and remedy missing, outdated, or inaccurate insurance records of students receiving services that may be eligible for reimbursement under the CYBHI program.

3.1.9 Explain how the Solution supports the submission of the required student batch registration file to CBH at least twenty-four (24) hours prior to submitting a claim for a student included in the file.

3.2 Provider and Practitioner Management

3.2.1 A. Provide an overview of how the Solution maintains a master roster of County Office of Education providers and individual practitioners (Providers), including community-based providers.
B. Include screenshots to illustrate how Provider records are maintained.

A.
B.

3.2.2 Describe how the Solution captures, validates, and maintains required licensure information and National Provider Identifier (NPI) records.

3.2.3 Describe how the Solution tracks completion of required training for Providers such as HIPAA, clinical documentation, and procedural training related to the Solution.

3.2.4 Describe how the Solution captures, validates, and maintains Ordering/Referring/Prescribing (ORP) provider information where required for Medi-Cal claims.

3.2.5 Describe how the Solution accurately determines an individual practitioner's authorized scope of practice and ensures claim submissions are aligned to that scope.

3.2.6 Describe how the Solution categorizes Providers and enforces supervision/oversight requirements where necessary for reimbursable services.

3.2.7 Describe any workflows or automations built into the Solution to help manage and update incomplete or outdated Provider records and licensure information. Please include a description of any integration options with the NPI registry and/or licensing agencies.

3.2.8 Describe how the Solution supports preparation and submission of the Standard Provider Import (SPI) roster in the required format. Please be specific about any pre-submission validation and error-resolution services included in the Solution.

3.2.9 Describe how Provider access to the Solution is managed. Include the following information:

- A. What access roles are pre-defined in the Solution for Providers?
- B. How does the Solution ensure that Services entered by the Provider are aligned with CYBHI program requirements?
- C. How does the Solution differentiate access between organizational Providers (SMCOE employees) and community-based Providers?

A.
B.
C.

3.3 Service Delivery and Claims Management

3.3.1 A. Describe the claims submission and reimbursement programs the Solution supports (CYBHI, Medi-Cal direct billing, LEA BOP, etc.).

B. If the Solution costs vary based on which of these programs the County Office of Education elects to participate in, please describe those differences here and list each option in the Pricing Form.

Note: At this time, SMCOE is interested in selecting a partner for the CYBHI program. This question is intended to assess whether the Solution may allow SMCOE to consolidate its service tracking and claims submissions in the future.

A.

B.

3.3.2 Provide an overview of how the Vendor will work with SMCOE program administrators to align services to CYBHI covered services and the associated fee schedule.

3.3.3 Demonstrate the process for documenting both individual and group services. Provide screenshots illustrating service tracking from the Provider's perspective.

3.3.4 Demonstrate how the Solution supports efficiently tracking recurring and/or routine services (e.g., pre-populating scheduled service information, leveraging templates for common service entry).

3.3.5 Describe how the Solution supports collection of assessment information in connection with services (e.g., entering or uploading biopsychosocial assessments).

3.3.6 Describe how the Solution supports collaboration between Providers (i.e., multiple Providers contributing the same service and/or student record, workflows to facilitate approvals).

3.3.7 Describe how the Solution supports coordination of care with student insurers or the appropriate county agency when a student is in crisis, requires a higher level of care, requires services when school is not in session, or is actively engaged with a provider who is not affiliated with the County Office of Education. Demonstrate how outreach efforts and outcomes may be tracked in the Solution.

3.3.8 Explain how the Solution supports sharing of relevant treatment records (e.g., assessments, treatment plans, screening outcomes) with a student's external provider only after appropriate consent has been obtained.

3.3.9 Describe how the Solution ensures all necessary claim information is collected from the Provider for a successful claim. Share any features built into the Solution to make this process more efficient and intuitive for Providers.

3.3.10 Describe how the Solution's documentation templates and storage rules support CYBHI and Medi-Cal records retention and availability requirements to respond to potential audits.

3.3.11 Describe how the Solution differentiates and routes claims to the most appropriate program for reimbursement (e.g., LEA BOP, Medi-Cal, CYBHI) and supports tracking of additional services that may not be eligible for reimbursement.

3.3.12 Describe how the Solution converts provided service information into claims, with correct payer selection, coding, modifiers, practitioner information and other required data.

3.3.14 Describe how the Solution determines the appropriate service codes and fee schedule for the claim based on the information supplied by the Provider.

3.3.14 A. Confirm if the Solution has a function to allow Providers to over-ride an assigned service code.

B. Describe the process for a Provider to over-ride an assigned service code.

A.

B.

3.3.15 Explain how the Solution accurately applies the “Mid-Point Rule” and “8-minute rule” for time-based billing codes, to prevent under- or over-billing for services.

3.3.16 Describe how the Solution audits claims prior to submission to ensure “Clean Claim” requirements are met, including identifying missing data elements, Provider eligibility issues, or other concerns that might contribute to reimbursement delays or denials.

3.3.17 Describe workflows or alerts built into the Solution to proactively remedy “Clean Claim” issues (e.g., contacting parents for insurance information, prompting Providers for additional or clarifying information).

3.3.18 Describe how the Solution identifies and prevents the submission of duplicate claims.

3.3.19 Explain how the Solution ensures that claims are filed in compliance with CYBHI timely filing windows based on date of service (within 180 days). Please include information about alerts, reports, and other tools designed to meet the deadlines, manage aging claims, and provide appropriate justification to support reimbursement of late claims.

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3.3.20 Describe the Solution’s capabilities to support automated submission of claims through an Electronic Data Interchange (EDI) Clearinghouse connection via secure file transfer protocol (SFTP) or Availity Essentials. Confirm all standard exports/integrations available in the Solution to meet CBH requirements.

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3.3.21 Describe how the Solution supports alternative methods for submitting claims (e.g., electronic, manual entry into Availity, or paper-based claims).

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3.3.22 Describe additional features of the Solution (not already detailed in previous responses) designed to maximize reimbursement of claims.

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3.3.23 Provide an overview of the tools available for tracking claim status, denial reasons, and the claims resubmission process.

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3.3.24 Describe workflows and/or automations in the Solution designed to support correction and resubmission of denied claims and facilitate appeals or disputes with CYBHI.

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3.3.25 Describe how the Solution can assist in identifying common contributing factors to denied claims and addressing those issues proactively (eg. How does the Solution and/or Vendor learn from and improve the Solution to address patterns of denied claims?).

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3.3.26 Describe how the Solution automates reconciliation of reimbursements with filed claims and identifies any discrepancies.

3.3.27 Describe how the Solution manages recoupments related to under/over payments and other adjustments required by CYBHI or other reimbursement program.

3.3.28 Describe how the Solution tracks delayed reimbursements and takes steps to follow up on outstanding reimbursements as necessary.

3.4 Program Oversight and Reporting

3.4.1 Provide a list of standard reports and dashboards available in the Solution. Include a description of the purpose of each report and attach a sample or screenshot.

3.4.2 Describe the Solution's capabilities to support the development of custom reports.

- A. Confirm whether the Solution includes a custom report-building tool.
- B. Describe the extent to which standard reports may be customized (or copied to support a new, customized version).
- C. If a custom report-building tool is not available, please describe the process (and any associated costs) to request the development of custom reports from the Vendor.

A.
B.
C.

3.4.3 Confirm how reports can be exported and shared (be specific about the formats available for exported reports).

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3.4.4 Describe interactive features available in Solution reports, such as drill-down capabilities and deep links to service, provider, and/or billing records.

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3.4.5 Describe dashboards and reports in the Solution designed to help the County Office of Education analyze trends in delivery of behavioral health services.

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3.4.6 Describe how the County Office of Education may combine Solution data with student demographic, academic and behavioral data from the Student Information System (SIS) to assess access to and effectiveness of behavioral health services (Note: if the Solution does not store additional academic/behavioral data, it is acceptable to describe how a recurring export of service data may be made accessible for County Office of Education staff to access and import into County Office of Education's data warehouse).

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3.4.7 Describe any dashboarding or reporting tools designed to identify gaps in student data (e.g., incomplete or outdated insurance provider information, missing parental consent, not yet submitted in batch registration file).

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3.4.8 Describe any dashboarding or reporting tools designed to identify gaps in Provider information (e.g., missing NPI number, services completed outside of the scope of a Provider's licensure).

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3.4.9 Describe dashboarding tools designed to support oversight of the claims lifecycle, including pending services, pending claims that require revision, claims ready for submission, submitted claims, reimbursed claims and denied claims.

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3.4.10 Describe dashboards and metrics available to assess overall program performance and identify opportunities for improvement (e.g., overall reimbursements vs. actual service delivery costs, patterns related to claim denial, areas where additional training for Providers might be needed).

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3.4.11 Describe and provide examples of reports and/or exports that facilitate appropriate accounting of received reimbursements and outstanding claims. Please be sure to illustrate functionality that assists with categorizing claims to ensure that revenue is accurately allocated to County Office of Education programs and cost centers.

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3.4.12 Describe tools available to help the County Office of Education project and calculate an accurate Return on Investment (ROI) for the Solution.

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3.4.13 Describe how the Solution differentiates access to standard reports and dashboards (e.g., restricting an elementary program administrator to viewing data in reports to their assigned sites).

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3.4.14 Confirm whether system workflows (e.g., remediation of an incomplete claim, approval of claims) can be customized by the County Office of Education.

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3.4.15 A. Describe how system workflows are configured and maintained in the Solution.
B. If they are customizable, provide screenshots to illustrate the process for defining or customizing an existing workflow/automation.

A. B.

3.5 Additional Functionality

3.5.1 Please describe any additional functionality available as part of the core/proposed Solution. Separately, outline optional solution(s) that may be available for purchase at an additional cost to the County Office of Education. Please be sure to include any additional costs here and in the Pricing Form.
Included with Core Solution: Additional Products for additional cost:

3.5.2 Please provide a brief description of planned future development that may be beneficial to the County Office of Education. If additional costs will apply please describe them here.

Part 4 Price

Vendor must complete the Pricing Forms (Appendix D). In Appendix D, Vendor shall detail all costs associated with the proposed Solution, including, but not limited to, equipment, services, implementation, programming, configuration, documentation, testing, software licensing and maintenance, training, ongoing support, Solution maintenance, recommended professional services, surcharges, and costs of optional equipment, services, and products and any other anticipated costs to SMCOE to provide the Solution and perform the Services in a good workmanlike manner as specified in this RFP and in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the Solution.

Do not include California Sales or Use Taxes in Proposal pricing. Applicable taxes should be added to awarded Vendor quotes and invoices and will be paid for by the County Office of Education.

Costs not identified by Vendor shall be borne by Vendor and will not alter the requirements identified in this solicitation.

	Yes	No	Comments

4.1 Confirm that all costs, including, but not limited to, complete: implementation, programming, configuration, documentation, testing, software licensing and maintenance, training, ongoing support, Solution maintenance, recommended professional services, surcharges, and services, and any other anticipated			
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costs have been included on the completed pricing forms in Appendix D.			
4.2 Confirm that should the Solution be down or performance degraded to render the Solution unusable for longer than 30 minutes (outside of a scheduled maintenance window), Vendor shall refund SMCOE the portion of the contract equivalent to that outage window.			
4.3 Confirm that the Pricing Form includes an itemized schedule of all Equipment, software, and Services for the proposed Solution and all pricing quoted includes all activities necessary for a complete, turn-key system.			
4.4 Confirm that if the price of an item decreases during the period of delivery under a contract resulting from this RFP, SMCOE shall receive a corresponding decrease in price on the balance of deliveries.			
4.5 Confirm that Vendor shall accept annual payments for multi-year agreements (public agencies typically cannot pre-pay for multiple years of licensing).			

4.6 Provide a narrative explanation of Vendor's pricing proposal in Appendix D. Describe in detail any limitations of (e.g., length of term, service quantities) that apply to the proposed pricing. <i>Note: limitations or terms that are unfavorable to the County Office of Education may be cause for rejection of the Proposal.</i>

4.7 Describe any assumptions made impacting the cost proposal, and any limitations (e.g., professional service hours, number of initial distribution groups) that apply to the listed costs.

4.8 Describe any assumptions based on quantities (e.g., claim volume, student enrollment) that affect pricing.

4.9 Describe the structure and timeline for expected payment for the Solution and associated services (e.g., are initial payments based on implementation milestones or is full payment for year-one invoiced at contract signing).

Part 5 Exceptions

Exceptions and deviations that are contrary to the County Office of Education's best interests, do not meet the needs of our staff and students, or conflict with regulations related to public contracts and procurement will not be accepted by the County Office of Education and may be cause for rejection of the proposal.

5.1 Describe any exceptions to the RFP content, general expectations, specific requirements, SMCOE's Agreement and/or the Standard Student Data Privacy Agreement CA-NDPA. For each exception, propose acceptable alternative language and/or provide rationale to support the exception.

*** End of Proposal Form ***