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| Introduction Date | 9-12-18 |
| Enactment Number | 18-1490 |
| Enactment Date | 9/12/18 lf |



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Marcus Battle, Chief Business Officer
Rebecca Littlejohn, Risk Management Officer

Date September 12, 2018 *RL*

Subject Approval of the grant agreement between the Alameda County Health Care Services Agency and Oakland Unified School District for the purchase and installation of water hydration stations

Action Requested Approval and acceptance by the Board of Education of a Grant Agreement from the Alameda County Health Care Services Agency \$100,000 for assistance in the purchase and installation of water hydration stations and filter replacement.

Background Grant agreement between OUSD and the Alameda County Health Care Services Agency for assistance with the purchase and installation of water hydration stations and filter replacement. Grant Face Sheet and agreement attached.

| File ID | Backup Document Included | Recipient | Grant's Purpose | Time Period | Funding Source | Grant Amount |
|---------|--------------------------|--|--|-----------------------------|------------------------|--------------|
| | yes | All school sites (CDC, K-12, Charter schools) located on District Property | Assist with the purchase and installation of water hydration stations and filter replacement | July 1 2018 – June 30, 2019 | Measure A (District 3) | \$100,000 |

Discussion The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contributions to sustained student achievement
- Identify OUSD resources required for program success

Fiscal Impact The total amount of the grant will be provided to OUSD schools from the funders. Grant valued at: \$100,000

Recommendation Approval by the Board of Education of a Grant Agreement from the Alameda County Health Care Services Agency for assistance with the purchase and installation of water hydration stations to promote water consumption and reduce over consumption of sugary beverages.

OUSD Grants Management Face Sheet

| | |
|---|--|
| Title of Grant: Alameda County Measure A (District 3) | Funding Cycle Dates: July 1, 2018 – June 30, 2019 |
| Grant's Fiscal Agent: (contact's name, address, phone number, email address) Health Care Services Agency James Nguyen, Interim Finance and Administration Director 1000 San Leandro Blvd, Suite 300 (510) 618-2016 James.Nguyen@acgov.org | Grant Amount for Full Funding Cycle: \$100,000 |
| Funding Agency: Health Care Services Agency | Grant Focus: Water hydration stations |
| List all School(s) or Department(s) to be Served: All sites (Child Development Centers, K-12, Charter Schools located on District Property) | |

| Information Needed | School or Department Response |
|---|---|
| How will this grant contribute to sustained student achievement or academic standards? | Grant to assist with purchasing of water hydration stations. One to be installed per site. |
| How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.59% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.) | Access to clean water and will help reduce the need for sugary drinks. |
| Does the grant require any resources from the school(s) or district? If so, describe. | Yes, OUSD Building & Ground staff will be installing the hydration stations once purchased. |
| Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 5.59% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.) | Services are being supported by funds from Measure A (District 3). The funds will help purchase and install water hydration stations throughout the District (one hydration station for each site). |
| Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.) | No |
| Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.) | Rebecca Littlejohn 1000 Broadway, Suite 440 Oakland, CA 94607 510-879-1611 |

Applicant Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|--------|--------|-------------|------|
|--------|--------|-------------|------|

Principal

Department Head

(e.g. for school day programs or for extended day and student support activities)

Grant Office Obtained Approval Signatures:

| Entity | Name/s | Signature/s | Date |
|--------|--------|-------------|------|
|--------|--------|-------------|------|

Chief Business Officer

Marcus Battle

Superintendent

Kyla Johnson-Trammell

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Oakland Unified School District DEPT #: 465

TITLE/SERVICE: Public health services for students and staff in OUSD schools serving low income, indigent students through the purchase and installation of water hydration stations.

DEPT. CONTACT: James Nguyen

PHONE: (510) 618-2016

- | I. INFORMATION ABOUT THE CONTRACTOR | YES | NO |
|---|------------|-----------|
| 1. Is the contractor a corporation or partnership? | (X) | () |
| 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? | (X) | () |
| 3. If the answer to BOTH questions is YES, provide the employer ID number here: <u>94-6000385</u> | | |
| No other questions need to be answered. Withholding is not required. | | |
| 4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____ | | |
| No other questions need to be answered. Withholding is not required. | | |
| 5. If the answer to question 2 is NO, continue to Section II. | | |
| II. RELATIONSHIP OF THE PARTIES | YES | NO |
| 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? | () | () |
| 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? | () | () |
| 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? | () | () |
| 4. Is the relationship between the County and the contractor intended to be ongoing? | () | () |
| III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS | YES | NO |
| 1. Is the contractor being hired for a period of time rather than for a specific project? | () | () |

2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

1. Will the agreement be with an individual who does not have an outside practice? () ()

2. Will the contractor work more than an average of ten hours per week? () ()
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

3. Will the County provide more than 20% of the contractor's income? () ()

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Aimee Eng
Contractor Signature

Aimee Eng
Printed Name

9/13/18
Date

Kyla R. Johnson-Trammell
Agency/Department Head/Designee Signature

Colleen Chawla
Printed Name

9/13/18
Date

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By: *Marion McWilliams*
Marion McWilliams, General Counsel

Kyla R. Johnson-Trammell
Kyla R. Johnson-Trammell
Secretary, Board of Education 9/13/18



November 26, 2018

Aimee Eng
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607

Dear Ms. Eng:

We are pleased to inform you that the County of Alameda has approved the Standard Agreement with your organization in the amount of \$100,000 beginning July 1, 2018 and ending June 30, 2019. Enclosed is your copy of the fully executed Agreement with the County of Alameda.

You may start submitting invoices for payment according to the terms, conditions and procedures outlined in Exhibit B (Payment Terms) and the reporting requirements specified in Exhibit A (Definition of Services) of the Agreement. To ensure prompt payment of your invoices, please include the following information on all invoices submitted with this Agreement:

- PO Number **7834**
- Invoice Date, Invoice Number, Service Period
- Actual Expenditures (according to approved budget in Exhibit B) & Invoice Total Amount
- Required reports and/or documentation (see attached sample) referencing the activities and performance measures listed in Section V.A of Exhibit A. Please modify the attached template to fit your objectives and performance measures.

If your organization's insurance expires prior to the contract term end date, please submit your renewal certificate(s) based on County of Alameda insurance requirements at least 30 days prior to expiration. If our office does not have the current insurance on file, we cannot process payment based on new County guidelines.

As a reminder, please submit all invoices with required reports and/or documentation to:

MEASURE A/JAMES NGUYEN
ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
1000 SAN LEANDRO BLVD., STE. 300
SAN LEANDRO, CA 94577

Please feel free to contact us at (510) 618-2016 or James.Nguyen@acgov.org if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be 'James Nguyen', written over a horizontal line.

James Nguyen
Interim Finance and Administration Director
Enclosures

**COUNTY OF ALAMEDA
CAPITAL AWARD AGREEMENT**

This Agreement, dated as of June 5, 2018, is by and between the County of Alameda, hereinafter referred to as the “County”, and Oakland Unified School District, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to have Contractor provide public health services for students and staff in OUSD schools through the purchase and installation of water hydration stations, which are more fully described in Exhibit A hereto (“Definition of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide public health services for students and staff in OUSD schools through the purchase and installation of water hydration stations, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit F Audit Requirements

The term of this Agreement shall be from July 1, 2018 through June 30, 2019

The compensation payable to Contractor hereunder shall not exceed *One Hundred Thousand Dollars* (\$100,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Signature

By: 
Signature

Name: Colleen Chawla

Name: Aimee Eng

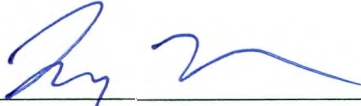
Title: Director, Health Care Services Agency

Title: President, Oakland Unified School District Board of Education

Date: 9/13/18

Kyla R. Johnson-Trammell
Secretary, Board of Education

Approved as to Form: DONNA ZIEGLER,
County Counsel for the County of Alameda

By: 
Raymond Lara
Senior Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities

and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained

and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of

Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or

not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified

mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Health Care Services Agency
ATTN: James T. Nguyen
1000 San Leandro Blvd, Suite 300
San Leandro, CA 94577

To Contractor: Oakland Unified School District
ATTN: Aimee Eng
1000 Broadway, Suite 680
Oakland, CA 94607

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-

merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents

evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its public health services for students and staff in OUSD schools serving low income, indigent students

through the purchase and installation of water hydration stations shall not exceed One Hundred Thousand Dollars (\$100,000) payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:
Contractor has been approved by County to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact

the County Auditor-Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from

Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs

expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---------------------------------|---|
| Contractor Name | Oakland Unified School District, Building & Ground |
| Contracting Department | Health Care Services Agency Office of the Agency Director |
| Contract Period | July 1, 2018 to June 30, 2019 |
| Type of Services | Public health services for students and staff at OUSD schools serving low income, indigent students through the purchase and installation of water hydration stations |
| Procurement Contract No. | 16816 |
| Contract Amount | \$100,000 |

I. Program Name
Water hydration stations

II. Contracted Services

Oakland Unified School District ("Contractor") shall provide Alameda County Health Care Services Agency (HCSA) with services that conform to the Measure A Ordinance, which provides emergency medical, hospital in-patient, outpatient, public health, mental health and substance abuse services to indigent, low-income and uninsured adults, children and families, seniors and other residents of Alameda County.

Contractor shall provide Alameda County Health Care Services Agency:

- Flo Water install scope of work as follows: Building & Ground Department removes existing drinking fountain and installs a 120 volt outlet below the center of existing drain, Flo Water is contracted to install unit which includes the fastening of unit to wall, hooking up of water supply and drain and installing a water resistant mat in front of unit.
- Most Dependable exterior hydration station scope of work as follows: Building & Ground Department removes existing drinking faucet and replaces with most dependable hydration station which includes the mounting of new unit as well as drain and water supply hook ups, all completed by Building & Ground Department.

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

1. Provide refillable bottle water stations to promote the drinking of clean, healthy water and reduce sugary beverage consumption for students, staff and visitors through the purchase and installation a water hydration station at OUSD schools serving low income, indigent students.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to:

OUSD students, staff, and visitors sites (K-12 schools, OUSD Child Development Centers or Charter schools located on District property) that serve low-income, indigent students.

Specifically, Contractor shall make it a priority to serve the schools with the highest percentage of students eligible for free or reduced-priced meals. The following 26 schools are the sites with the highest percentage of students eligible for free or reduced-priced meals:

Futures Elementary
New Highland Elementary
Bridges Academy
Roots Int'l Academy MS
West Oakland Middle School
East Oakland PRIDE Elementary
Global Family Elementary
Markham Elementary
RISE Community School
United for Success Academy
Alliance
Fremont High School
Coliseum College Prep 6-12
EnCompass Academy
Greenleaf K-8
Urban Promise Academy
Madison Lower Elementary
Community United Elementary
Elmhurst Community Prep
Esperanza Elementary
MLK/Lafayette Elementary
Madison Upper 6-12
Hoover Elementary
Roosevelt Middle School
Korematsu Discovery Academy
Horace Mann Elementary
Garfield Elementary

2. Program Eligibility

Water hydration stations will be located in areas where staff, students and visitors are able to access.

C. Program Requirements

1. Program Design

There are two different models that will be installed (depending on the site location and/or site configuration). Flo Water or Most Dependable. OUSD Maintenance staff will remove the existing drinking fountain fixture and the respective vendor will install the new unit. One unit only per site.

2. Service Delivery Sites

Contractor shall provide services at the following location(s):
Oakland Unified School District run K-12 schools, Child Development Centers and Charter schools located on District property identified as having a high percentage of students eligible for free or reduced-priced meals. One unit per site.

D. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the approval of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

IV. Contract Deliverables and Reporting Requirements

A. Process Objectives and Performance Measures

By June 30, 2019, Contractor shall meet the following objectives:

| Process Objective | "How Much" Performance Measure |
|--|--|
| By June 30, 2019, Contractor shall purchase and install one Flo Water or Most Dependable hydration station at 27 sites identified as having the highest percentage of students eligible for free or reduced meals. | <ul style="list-style-type: none"> ▪ No. of total hydration stations installed. ▪ No. total sites received new hydration stations. |

B. Other Reporting Requirements

1. Contactor shall submit **quarterly** progress reports, referencing the activities and performance measures listed in Sections IV and V of this Exhibit. Progress reports shall include performance measures achieved during the reporting period as well as cumulative, year-to-date totals. All reports shall be completed and information relayed in a manner so that they can be viewed as public documents. Contractor shall not provide any Personally Identifiable Health Information or other confidential or protected data to County.

2. Contractor shall complete the FY 2018-2019 Measure A Citizen Oversight Committee Allocation Report by August 15, 2019. The Measure A Oversight Committee's role is to annually review Measure A expenditures for each fiscal year and report to the Board of Supervisors and the public on the conformity of such expenditures to the purposes set forth in the ordinance. Contractor shall participate in any requested training sessions designed to help Measure A recipients complete the Allocation Report, presentations to the Oversight Committee and/or site visits as requested by the Department.

V. Additional Requirements

A. Other Requirements

1. The Alameda County Measure A Essential Health Care Services Initiative is funded by taxpayers' dollars. As such, it is important that the public be informed about the organizations that are receiving funds through Alameda County Health Care Services Agency (HCSA). Therefore, Contractor shall acknowledge the use of Measure A funding in statements or printed materials as outlined in the guidelines listed below:
 - a. Contractor shall announce funding award only after
 - a. the contract has been fully executed and
 - b. announcement of activities have been discussed with the Measure A Administrator.
 - b. Contractor shall agree to use official attribution logos and language provided by HCSA for promotional materials, public awareness campaigns and/or special events.
 - c. Contractor shall acknowledge Measure A funding in all materials produced for the purpose of public education and outreach regarding the recipient's funded project. These materials would include, but are not limited to, brochures, flyers, media ads or public service announcements, presentations and handouts, telephone hold messages and outdoor ads. All printed materials and promotional products will include the following language:

Funded by Alameda County Measure A Essential Health Care Services Initiative
 - d. Materials produced with Measure A funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from Measure A, and the recipient will not be additionally reimbursed for use or reproduction.
2. Alameda County reserves the right to request additional information. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

B. Entirety of Agreement

Recipient shall abide by all provisions of this Agreement's General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this Agreement and made part of the same by this reference.

**EXHIBIT B
PAYMENT TERMS**

I. Budget Summary

| Budget Item | Program Total | Measure A Funding |
|--|-------------------|---------------------|
| Operating Expenses | | |
| Purchase and installation of water hydration stations all sites | 405,000.00 | |
| Purchase and installation of water hydration stations: \$3,800 per unit x 26 schools | | \$98,800.00 |
| Partial cost of purchase and installation of water hydration station for one school site : \$1,200 x 1 school | | \$1,200.00 |
| Operating Expenses Subtotal | 405,000.00 | 100,000.00 |
| Indirect Expenses (Not to exceed 14.02% of total allocation) | 0.00 | 0.00 |
| Total | 405,000.00 | \$100,000.00 |

Alameda County is not obligated to pay actual expenses exceeding the amounts set forth in the Budget Summary under the column "Measure A Funding", unless prior written approval for those expenses has been obtained and appropriate budget adjustments are made so that the total budget amount is not exceeded.

II. Terms and Conditions of Payment

A. Reimbursement

- Contractor shall invoice the County during the contract period for actual expenses incurred according to the following schedule:

| Service Period | Submission Deadline |
|-------------------------|--|
| July 1 to June 30, 2018 | Upon Completion no later than July 15, 2019 |

- Contractor shall invoice the County on a **quarterly** basis during the contract period for actual expenses incurred. Total payment under the terms of this Agreement shall not exceed **\$100,000** without prior written approval from Alameda County Health Care Services Agency (HCSA). The last invoice shall be based on actual expenses incurred, but shall not exceed the remaining balance of the contract and must be received no later than **July 15, 2019**.
- Contractor shall submit invoices, with all required progress reports in accordance with the reporting requirements, to Alameda County Health Care Services Agency (HCSA).
- Funds shall be used solely in support of the project's program budget and may not be used for any purpose other than those specified in this Agreement without prior written approval from the Alameda County Health Care Services Agency. Reimbursement is limited to actual expenses and in accordance to the items and costs as set forth in the Budget Summary.

5. County shall use its best efforts to process invoice submitted for reimbursement by contractor within ten (10) working days of receipt of invoice, required report and any other requested documentation. Invoices will be reviewed by and not paid until approved by the Alameda County Health Care Services Agency.

B. Invoicing Procedures

Contractor shall invoice the County in accordance with the schedule of payment in Section II.A.1 above. Invoices must include the Purchase Order (PO) number, service period and all required reports (see Exhibit A, Section VI Reporting Requirements), and shall be sent to:

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
ATTN: JAMES NGUYEN/MEASURE A
1000 SAN LEANDRO BLVD STE 300
SAN LEANDRO CA 94577


Invoices may also be emailed along with required progress reports to the Alameda County Health Care Services Agency.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements

| TYPE OF INSURANCE COVERAGES | | MINIMUM LIMITS |
|-----------------------------|--|---|
| A | Commercial General Liability Premises Liability, Products and Completed Operations, Contractual Liability, Personal Injury and Advertising Liability | \$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage |
| B | Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities | \$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage |
| C | Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees | WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease |
| D | Endorsements and Conditions | |
| | <p>1 ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</p> <p>2 DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</p> <p>3 REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</p> <p>4 INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</p> <p>5 SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</p> <p>6 JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured" </p> <p>7 CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</p> <p>8 CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</p> | |

| Northern California ReLIEF | | CERTIFICATE OF COVERAGE | | | Issue Date 6/6/2018 |
|--|---|---|--|---|--|
| ADMINISTRATOR: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607 510-936-6750 www.keenan.com | | LICENSE # 0451271 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW. | |
| COVERED PARTY: Oakland Unified School District 1000 Broadway, Suite 680 Oakland CA 94607 | | ENTITIES AFFORDING COVERAGE: ENTITY A Northern California ReLIEF ENTITY B ENTITY C ENTITY D ENTITY E | | | |
| THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. | | | | | |
| ENT LTR | TYPE OF COVERAGE | COVERAGE DOCUMENTS | EFFECTIVE/ EXPIRATION DATE | MEMBER RETAINED LIMIT / DEDUCTIBLE | LIMITS |
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS | NCR 01711-10 | 7/1/2018 7/1/2019 | \$ 250,000 | COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE | NCR 01711-10 | 7/1/2018 7/1/2019 | \$ 250,000 | COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000 |
| A | PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input checked="" type="checkbox"/> BUILDER'S RISK | NCR 01711-10 | 7/1/2018 7/1/2019 | \$ 250,000 | \$ 250,250,000 EACH OCCURRENCE |
| A | STUDENT PROFESSIONAL LIABILITY | NCR 01711-10 | 7/1/2018 7/1/2019 | \$ 250,000 | \$ Included EACH OCCURRENCE |
| | WORKERS COMPENSATION EMPLOYER'S LIABILITY | | | \$ | WC STATUTORY LIMITS OTHER \$ E L EACH ACCIDENT |
| | EXCESS WORKERS COMPENSATION EMPLOYER'S LIABILITY | | | \$ | \$ E L DISEASE - EACH EMPLOYEE \$ E L DISEASE - POLICY LIMITS |
| | OTHER | | | \$ \$ | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: As respects to the Grant agreement between the Health Care Services Agency and Oakland Unified School District for the purchasing of water hydration stations through the coverage expiration date. | | | | | |
| CERTIFICATE HOLDER: Alameda County Health Care Services Agency Attn: James Nguyen 1000 San Leandro Blvd., Suite 300 San Leandro CA 94577 | | | CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL ____30____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENT'S OR REPRESENTATIVES. | | |
| | | |  John Stephens AUTHORIZED REPRESENTATIVE | | |

**ENDORSEMENT
ADDITIONAL COVERED PARTY**

| COVERED PARTY | COVERAGE DOCUMENT | ADMINISTRATOR |
|---------------------------------|-------------------|---------------------|
| Oakland Unified School District | NCR 01711-10 | Keenan & Associates |

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

Alameda County Health Care Services Agency
Attn: James Nguyen
1000 San Leandro Blvd, Suite 300
San Leandro CA 94577

As Respects:

As respects to the Grant agreement between the Health Care Services Agency and Oakland Unified School District for the purchasing of water hydration stations through the coverage expiration date.

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are included as an Additional Covered Party. This coverage shall be primary to the Certificate Holder's coverage and the Certificate Holder's coverage shall be noncontributory.



Authorized Representative

Issue Date: 6/8/2018

| CERTIFICATE NO | | CERTIFICATE OF COVERAGE | | | ISSUE DATE (MMDDYYYY) |
|--|---|--|------------------------------------|-------------------------------------|--|
| WC-2758 | | CERTIFICATE OF COVERAGE | | | 07/31/2018 |
| CSAC Excess Insurance Authority C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 8460 NEWPORT BEACH, CA 92668-8460 PHONE (949) 758-0271 / FAX (919) 699-0901 LICENSE #0C38881 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. | | | |
| Member: OAKLAND UNIFIED SCHOOL DISTRICT ATTN: REBECCA LITTLEJOHN 1000 BROADWAY SUITE 440 OAKLAND, CA 94607 | | IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). | | | |
| | | COVERAGE AFFORDED BY A - See attached schedule of Insurers | | | |
| | | COVERAGE AFFORDED BY B | | | |
| | | COVERAGE AFFORDED BY C | | | |
| | | COVERAGE AFFORDED BY D | | | |
| Coverages: THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES. | | | | | |
| CO LTR | TYPE OF COVERAGE | MEMORANDUM/ POLICY NUMBER | COVERAGE EFFECTIVE DATE (MMDDYYYY) | COVERAGE EXPIRATION DATE (MMDDYYYY) | LIABILITY LIMITS |
| A | EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY | See attached Schedule of Insurers for policy numbers | 07/01/2018 | 07/01/2019 | WORKERS' COMPENSATION Difference between Statutory and Members Retention \$500,000 Retention EMPLOYER'S LIABILITY Difference between \$5,000,000 and Members Retention |
| LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED | | | | | |
| Description of Operations/Locations/Vehicles/Special Items: AS RESPECTS EVIDENCE OF COVERAGE FOR GRANT AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND CITY OF OAKLAND | | | | | |
| Certificate Holder CITY OF OAKLAND HUMAN SERVICES DEPARTMENT ATTN: SANDRA TAYLOR 150 FRANK H. OGDEN PLZ, STE 4216 OAKLAND, CA 94612-2892 | | Cancellation: SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS. | | | |
| | | AUTHORIZED REPRESENTATIVE  CSAC EXCESS INSURANCE AUTHORITY | | | |

**CSAC EXCESS INSURANCE AUTHORITY
EXCESS WORKERS' COMPENSATION PROGRAM
2018/2019 SCHEDULE OF INSURERS
OAKLAND UNIFIED SCHOOL DISTRICT**

| PROVIDER | MEMORANDUM/ POLICY NUMBER | LIMIT |
|---|------------------------------|--|
| CSAC Excess Insurance Authority | EIA-PE 18 EWC-158 | Workers' Compensation and Employers' Liability: \$2,500,000 each accident/each employee for disease (Difference between \$2,500,000 and the individual member's retention) |
| Safety National Casualty Corporation | SP 4058381 | Workers' Compensation: Statutory each accident/each employee for disease excess of \$2,500,000 Employers Liability: \$2,500,000 each accident/each employee for disease excess of \$2,500,000 |

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

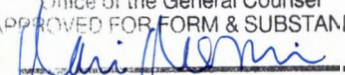
Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.


CONTRACTOR: Oakland Unified School District

PRINCIPAL: Aimee Eng

TITLE: President, Oakland Unified School District Board of Education

SIGNATURE:  **DATE:** 9/13/18

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By 
Marion McWilliams, General Counsel



**Kyle R. Johnson, Trammell
Secretary, Board of Education**

EXHIBIT F
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract

period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.

4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Oakland Unified School District DEPT #: 465

TITLE/SERVICE: Public health services for students and staff in OUSD schools serving low income, indigent students through the purchase and installation of water hydration stations.

DEPT. CONTACT: James Nguyen

PHONE: (510) 618-2016

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

- 1. Is the contractor a corporation or partnership? (X) ()
- 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()
- 3. If the answer to BOTH questions is YES, provide the employer ID number here:
94-6000385

No other questions need to be answered. Withholding is not required.

- 4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here:

No other questions need to be answered. Withholding is not required.

- 5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

- 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
- 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
- 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
- 4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS **YES NO**

- 1. Is the contractor being hired for a period of time rather than for a specific project? () ()

2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

1. Will the agreement be with an individual who does not have an outside practice? () ()

2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. () ()


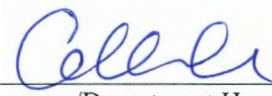
3. Will the County provide more than 20% of the contractor's income? () ()


4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

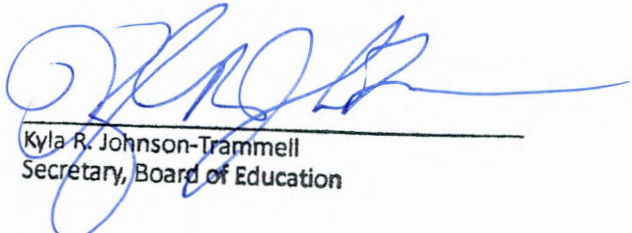
A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

| | |
|---|--|
|  |  |
| _____ Contractor Signature | _____ Agency/Department Head/Designee Signature |
| _____ Aimee Eng Printed Name | _____ Colleen Chawla Printed Name |
| _____ 9/13/18 Date | _____ 11/9/18 Date |

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Marion McWilliams, General Counsel



Kyla R. Johnson-Trammell
Secretary, Board of Education