

Board Office Use: Legislative File Info.	
File ID Number	18-1185
Introduction Date	5/23/18
Enactment Number	18-0868
Enactment Date	5/23/18 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent

Board Meeting Date
(To be completed by Procurement) May 23, 2018

Subject Amendment No. 2 - Community Based Organization - Master Contract - Alameda County Public Health Department - 922/Community Schools and Student Services Department (site/department)

Action Requested Approval of Amendment No. 2 to the Community Based Organization Master Contract between Oakland Unified School District and Alameda County Public Health Department. Services to be primarily provided by the Community Schools and Student Services Department for the period of July 1, 2015 to March 30, 2018.

Background
A one paragraph explanation of why the consultant's services are needed. This Master Contract is for the development and implementation of a Safe Routes to School Menu of Services, that offers targeted schools: the Safe Routes to School Wellness Champion Program, Teacher Training Curriculums, Walk to School Events, Walking School Bus Programs, Bike Mobiles, and the Golden Sneaker Walking Encouragement program for educational, encouragement, and enforcement measures to 41 of the most disadvantaged schools in Oakland in an effort to promote walking and biking to school and increased physical activity.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of Amendment No. 2, Community Based Organization Master Contract between District and the County of Alameda via its Public Health Department, San Leandro, CA, of a correction to Legislative File #18-0600, Amendment No. 1 to the Master Contract, for the continued development and implementation of the Safe Routes to School Menu of Services, as described in Exhibit "A", incorporated herein by reference as though fully set forth, for district Elementary Schools, to preserve the not to exceed amount of \$399,313.00, and only extend the Contract term of July 1, 2015 through September 30, 2017 to March 30, 2018. All other terms and conditions of the Master Contract remain in full force and effect.

Recommendation Approval of Amendment No. 2 to the Community Based Organization Master Contract between Oakland Unified School District and Alameda County Public Health Department. Services to be primarily provided by the Community Schools and Student Services Department for the period of July 1, 2015 through March 30, 2018.

Fiscal Impact Funding resource name (please spell out): 9206/Alameda County Public Health and Wellness in the amount of \$399,313.00.

Attachments

- Master Contract Exhibit A and B Coversheet
- Exhibit A - Scope of Work
- Exhibit B - Terms of Payment
- Exhibit C - Certificate of Insurance Coverage
- Exhibit D - Audit Requirements



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 18-1185

Department: Alameda County Public Health Department

Vendor Name: Oakland Unified School District Health & Wellness Unit

Contract Term: Start Date: July 1, 2015 End Date: March 30, 2018

Annual Cost: \$ 399,313.00

Approved by: Muntu Davis, Director Alameda County Public Health Department, Michelle Oppen, Mara Larsen-Fleming

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

OUSD is subcontracted by Alameda County Public Health Department Nutrition Services to support up to 41 school sites on Safe Routes to School Programming through our Wellness Champion initiative and partnership with local agency, Transform. This contract is being amended to change the end date of the contract from September 30, 2018 to March 30, 2018.

Summarize the services this Vendor will be providing.

1. Support for wellness champion stipend for teachers, school site staff or parents.
2. Technical assistance and materials for International Walk to School Day.
3. Technical assistance and materials for Golden Sneaker Education and Contest (students track mode of getting to and from school for 2 weeks, discuss impact, analyze).
4. Technical assistance and materials for Bike to School Day.
5. Education and assembly programming on pedestrian and bike safety in life and around schools.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

We provided a scope of work and budget and it was approved.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET**

Dept Name: Public Health Vendor ID #: 32634 Board PO #: _____
 Bus Unit: PHSVC Master Contract #: 900322 Procurement Contract #: 12210 Budget Year: 2017-2018

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	350905	00000		PHG09CH43800		\$ 399,313

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: _____ Contract Maximum: 399,313

Procurement Contract Begin Date: 07/01/2015 Expire Date: 03/30/2018 Period of Funding From: 10/01/2017 To: 09/30/2018

Department Contact: Jenny Wang Telephone #: 510-268-4222 QIC Code: 23805

Contractor Name: Oakland Unified School District

Project Name: Safe Routes to School

Contractor Address: 1000 Broadway Suite 150 Oakland, CA 94607

Remittance Address: same ALCOLINK Vendor Address #: 116

BOS Dist. #: 1

Contractor Telephone #: 510-879-2612 Fax #: 510-879-4605 E-mail (Signatory): kyla.johnson@ousd.org

Contractor Contact Person: Michelle Oppen E-mail (Contact): michelle.oppen@ousd.org

Contract Service Category: Nutrition Education and Outreach Estimated Units of Service: N/A

Method of Reimbursement (Invoicing Procedures): _____

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$399,313	\$399,313			
Amount of Encumbrance	\$177,472	0.00			
File Date	7/21/15	11/7/17			
File / Item #	29606/12	9			
Reason		Extend term through 3/30/18			

Funding Source Allocation:	Federal - CFDA #: _____	State	County
	\$ _____	\$ 399,313	\$ _____

Aimee Eng
President, Board of Education

The signatures below signify that the attached Exhibits A and B have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT

By Muntu Davis Signature

Muntu Davis, MD, MPH
Print or Type Name

Title Director, Public Health Date _____

CONTRACTOR

By Kyla Johnson-Trammel Signature

Kyla Johnson-Trammel
Print or Type Name

Title Superintendent Date _____

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

By Andrea Epps Signature

Andrea Epps, Attorney at Law
Print or Type Name

Title _____ Date _____

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	July 1, 2015 – March 30, 2018
Type of Services	Safe Routes to School
Contract Number (PO #)	91693

I. Program Name

Be Oakland, Be Active, A Comprehensive Safe Routes to School Program

II. Contracted Services

The continued development and implementation of the Safe Routes to School Menu of Services, that offers targeted schools: the Safe Routes to School Wellness Champion Program, Teacher Training Curriculums, Walk to School Events, Walking School Bus Programs, Bike Mobiles, and the Golden Sneaker Walking Encouragement program.

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

Menu of services: Design, maintain and offer a menu of services tool - educational, encouragement, and enforcement measures to 41 of the most disadvantaged schools in Oakland in an effort to promote walking and biking to school and increased physical activity – through which the targeted school administrators can select the services they want to provide to their school.

Menu of options include:

1. Training for a designated wellness champion who oversees a monthly “Walk and Roll to School Day” and 3 major events:
 - Golden Sneakers Competition: Provide the Golden Sneaker contest to up to 20 schools
 - Bike to School Day
 - International Walk/Roll Day

2. Walking School Buses: Provide training and establishment of up to 10 walking school buses. Provide walking school bus supplies: fluorescent vests, stop signs, whistles 10 each for each school.
3. Park and Walk events
4. Bike Rodeos
5. Bike Mobile: Provide free bike repair via the bike mobile and technical assistance provided as needed.
6. Theatrical Assembly
7. Teacher Training Curriculum and professional development: subcontractor to teach directly in the classroom setting
8. Helmet, bike and pedestrian safety education through assembly and classroom presentations
9. Traffic Safety Plan Development
10. Safety Patrol Program including summer training and leadership classes
11. Targeted enforcement of traffic violations during school drop off and pick up times

B. Target Population

Contractor shall provide services to the following populations:

1. The students, parents and communities of the following schools:

Acorn Woodland, Allendale, Bella Vista, Bridges, Burckhalter, Community United, Emerson, Encompass, Esperanza, Franklin, Fruitvale, Futures, Garfield, Glenview, Brookfield, Global Family, GreenLeaf, Hoover, Horace Mann, Howard, International Community, Korematsu, La Escuelita, Lafayette, Laurel, Learning Without Limits, Lincoln, Madison Park, Manzanita Community, Manzanita Seed, Markham, MLK, New Highland, Parker, Piedmont, PLACE, Pride, Reach, Rise, Sankofa, and Think College Now and replacement schools as agreed upon by Be Oakland, Be Active Collaborative.

2. **Referral Process to Program:** The menu of services will be offered to the 41 identified schools who will select to participate in some or all of the Safe Routes to School programs offered.
3. **Program Eligibility:** Contractor shall serve the forty-one (41) school sites in Oakland that are identified in this contract. Additional schools can be added or substituted upon mutual agreement and approval.
4. **Limitations of Service:** Not Applicable

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

1. **Program Design** - See attached Results-Based Accountability (RBA) Development Worksheet
2. **Consumer/Client Flow:** Not Applicable
3. **Discharge Criteria and Process:** Not Applicable
4. **Hours of Operation:** Not Applicable
5. **Service Delivery Sites:** See attached Results-Based Accountability (RBA) Development Worksheet

D. Minimum Staffing Requirements / Qualifications

In addition to the staffing in the Results-Based Accountability (RBA) Development Worksheet, contractor will provide:

SR2S Coordinator: One FTE to (1) coordinate all elements of Oakland citywide Safe Routes to School program (25% time) and (2) lead walking school bus implementation (establishing, training, and maintaining walking school buses in approximately 10 schools) and (3) provide Safe Routes to Schools program support for other activities, including International Walk and Roll to School Day events, Golden sneaker contest, Bike to School Day, park and walk events, etc. (75%). This staff, based at Transform, will bring together all of the disparate SR2S programming elements available to Oakland schools and present them as one unified program, making it easier for each individual school to participate and to get the most out of the program.

IV. Contract Deliverables and Requirements

D. Process Measures

Contractor shall provide the following services/deliverables: See attached Results-Based Accountability (RBA) Development Worksheet

E. Outcome Measures

Contractor shall meet the following outcomes: See attached Results-Based Accountability (RBA) Development Worksheet

V. Reporting and Evaluation Requirements

- A. Reporting Requirements:** OUSD will provide updates with invoice payments and final report with last invoice.
- B. Evaluation Requirements:** Progress reports will be provided on a quarterly basis.

VI. Additional Requirements

A. Certification/Licensure

Contractor shall have and maintain current: Proof of Worker's Compensation and Liability Insurance

B. Other Requirements: N/A

VII. Entirety of Agreement

Contractor shall abide by all provisions of the Health Care Services Agency Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

Contractor agrees to the supplemental terms and conditions contained in the following attachments to this Exhibit A:

See attached Results-Based Accountability (RBA) Development Worksheet.

EXHIBIT B - TERMS OF PAYMENT

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	July 1, 2015 – March 30, 2018
Type of Services	Safe Routes to School
Contract Number (PO #)	91693
Contract Amt/Max	\$ 399,313

In addition to all terms of payment described in the Master Contract Terms and Conditions and any relevant exhibits and attachments, the parties to this Agreement shall abide by the following terms of payment:

I. Budget

Contractor shall use all payments solely in support of the program budget to offer a menu of educational, encouragement, and enforcement measures to 41 of the most disadvantaged schools in Oakland.

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

The contract amount of this agreement shall not exceed the total contract maximum amount of \$ 399,313 for the period of this agreement.

B. Budget Revision Procedures

Budget revisions are to be made in writing with modified budget sheet submitted to the Nutrition Services Program Director for written approval before any modifications take effect.

C. Cost Settlement/Final Payment Provisions

Payment of the final invoice will be contingent upon completion of Scope of Work and receipt of monthly reports. Final invoice must be submitted to the Director of Nutrition Services by April 30, 2018.

D. Conditions of withholding payment: N/A

E. Definitions

If at any time the Contractor has difficulty accomplishing activities or has program or staff changes, the Nutrition Services Program Monitor must be contacted immediately for technical assistance

III. Invoicing Procedures

The County will pay contractor upon submission of completed and signed invoices detailing expenses incurred in accordance with the program budget. Invoices are to be submitted quarterly and will be approved by the Director of Nutrition Services and certified by the Director of the Community Health Services Division. Payment under the terms of this agreement shall not exceed the total amount of \$ 399,313 for the period of this agreement. Payment of quarterly invoices will be contingent upon receipt of a quarterly progress report describing activities performed and/or services provided during the invoice period.

IV. Funding and Requirements: N/A

V. Additional Terms and Conditions of Payment

Contractor agrees to the following supplemental Terms and Conditions attached to this Exhibit B.

Contractor certifies that this program does not supplant existing nutrition education activities.

Be Oakland Be Active Safe Routes to School Contract to OUSD

2015-2017

Activity	Amount for 2 years
Sub-Contract to TransForm for 1 FTE, Staff Supervision, SRTS Supplies	\$211,041
Americorps VISTA to support SRTS implementation and evaluation	\$32,000
Supervision of Americorps VISTA; Grant Administration	\$30,000
Wellness Champion Stipends and Trainings (41)	\$93,800
Wellness Evaluation (compensation for contract)	\$10,000
Subtotal	\$376,841
Indirect @ 5.94%	\$22,384.36
Total	\$399,225.36



<p>schools); Promotion Materials for all schools.</p>								
<p>Walk to School Events: Provide SR2S Alameda County available program offerings to up to 20 public elementary schools in Oakland, consisting of at least 3 major events/year, school wide assembly teaching students pedestrian & bicycle safety; bike education; free bike repair via the bike mobile; weekly/monthly walk & roll to school days; training and establishment of walking school buses; other staff support and technical assistance provided as needed.</p>	<ul style="list-style-type: none"> ▪ # walk to school events ▪ # of schools ▪ # of events 	<ul style="list-style-type: none"> ▪ Transform tracking sheets ▪ Wellness Champion Activity Logs 	<ul style="list-style-type: none"> ▪ At least 70% of SRTS Wellness Champions will attend trainings and run school site activities. 	<ul style="list-style-type: none"> ▪ % of schools who run event successfully. 	<ul style="list-style-type: none"> ▪ Transform logs ▪ Wellness Champion Activity Logs ▪ Teacher Retrospective Survey 	<ul style="list-style-type: none"> ▪ 70% of schools had Walk to School Events where tallies of transportation methods were captured and walking/biking to school was celebrated. 	<ul style="list-style-type: none"> ▪ % of schools had Walk to School Event will increase # of students who walk, bike and carpool to school. 	<ul style="list-style-type: none"> ▪ Event Tallies ▪ Classroom Tallies ▪ Activity Logs

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 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, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$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: \$100,000 per accident for bodily injury or disease
D	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
F	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: General Liability, Automobile Liability, and Directors and Officers Liability Insurance Policies 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 and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 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. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any 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. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 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 require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

CERTIFICATE OF COVERAGE

Issue Date
6/22/2017

ADMINISTRATOR:
Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607

510-986-6750
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.

ENTITIES AFFORDING COVERAGE:
ENTITY A: Northern California ReLIEF
ENTITY B:
ENTITY C:
ENTITY D:
ENTITY E:

COVERED PARTY:
Oakland Unified School District
1000 Broadway, Suite 680
Oakland CA 94607

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"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-09	7/1/2017 7/1/2018	\$ 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 01711-09	7/1/2017 7/1/2018	\$ 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 type="checkbox"/> BUILDER'S RISK	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	[] WC STATUTORY LIMITS [] OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

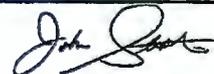
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

As respects to agreement # 900322 between the Alameda County Public Health Department and Oakland Unified School District for their annual nutrition services grant for the Nutrition Education Obesity Prevention Program and Coordination through the coverage expiration date.

CERTIFICATE HOLDER:

Alameda County Public Health Department
1000 Broadway
Oakland CA 94607

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 AGENTS OR REPRESENTATIVES.



John Stephens

AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT
ADDITIONAL COVERED PARTY

COVERED PARTY Oakland Unified School District	COVERAGE DOCUMENT NCR 01711-09	ADMINISTRATOR Keenan & Associates
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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 Public Health Department
1000 Broadway
Oakland CA 94607

As Respects:

As respects to agreement # 900322 between the Alameda County Public Health Department and Oakland Unified School District for their annual nutrition services grant for the Nutrition Education Obesity Prevention Program and Coordination through the coverage expiration date.

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



Authorized Representative

Issue Date: 6/22/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2017

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

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

PRODUCER Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660	CONTACT NAME: Afi Alameddine PHONE (A/C, No, Ext): 949-660-5927 E-MAIL ADDRESS: Afi.Alameddine@alliant.com	FAX (A/C, No): 949-756-2713
	INSURER(S) AFFORDING COVERAGE	
INSURED OAKLUNI-01 Oakland Unified School District 1000 Broadway Street Oakland CA 94607	INSURER A: New York Marine & General Ins	NAIC # 16608
	INSURER B: State National Insurance Co.	NAIC # 12831
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 992440960** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2017EPP00296	7/1/2017	7/1/2018	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER \$2,000,000** E.L. EACH ACCIDENT \$1,000,000** E.L. DISEASE - EA EMPLOYEE \$1,000,000** E.L. DISEASE - POLICY LIMIT \$1,000,000**
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY RETENTION: \$2,500,000			NDE-0864507-17	7/1/2017	7/1/2018	Workers Compensation Statutory \$1,000,000 Employers' Liability

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

**Pol #WC2017EPP00296, Insured Specific Retention \$500,000

Evidence of Coverage Only. Subject to policy terms, conditions and exclusions.

As respects the annual nutrition services grant for the Health and Wellness Unit, Community Schools and Student Services Department for Fiscal Year 2017-2018.

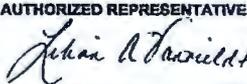
CERTIFICATE HOLDER Alameda County Public Health Department Attn: Dale Mural Program Specialist, Nutrition Services 1000 Broadway Oakland CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Exhibit D

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.

EXHIBIT F

**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: _____ TITLE: _____

SIGNATURE: _____ DATE: _____