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File ID Number	13-1958
Introduction Date	9/11/13
Enactment Number	13-1909
Enactment Date	9/11/13 <i>ed</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement)
Subject

9/11/13

Community Based Organization - Master Contract - Alameda County Public Health Department - 922/Family, School, and Community Partnerships Department (site/department)

Action Requested Approval of Amendment No. 2 of the Community Based Organization Master Contract between Oakland Unified School District and Alameda County Public Health Department. Services to be primarily provided by the Family, School, and Community Partnerships Department for the period of January 1, 2013 to September 30, 2013.

Background
A one paragraph explanation of why the consultant's services are needed.

There is an academic link between student academic performance and health and wellness. Students who have access to drinking water and nourishing food will ultimately do better in school. Alameda County Public Health Department supports the health of youth in the County and therefore, is investing in the health of students at OUSD schools. This amendment is to correct Legislative File number 13-1208, which increased the amount authorized by the grant in error. The intent is to extend the funding period, pursuant to the terms of the master contract.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of Amendment No. 2 to the Community Based Organization Master Contract between the District and Alameda County Public Health Department, Oakland, CA, for the latter to provide water stations, water bottles and site wellness champions at 5 East Oakland schools. In addition, water awareness education will provided to all after school wellness learning community participants and all site wellness champions. Finally, support will be provided for parent and student engagement around the OUSD Wellness Policy revision and a summer wellness conference, extending the period from January 1, 2013 through August 31, 2013, to September 30, 2013, in the amount of \$40,000.00, decreasing the amount of the grant from \$80,000.00, to an amount not to exceed \$40,000.00.

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 Family, School, and Community Partnerships Department for the period of January 1, 2013 through September 30, 2013.

Fiscal Impact Funding resource name (please spell out): 9206/Alameda County Public Health and Wellness in a total amount not to exceed \$40,000.00.

Attachments

- Master Contract Exhibit A and B Coversheet
- Exhibit A - Program Description and Performance Requirements
- Exhibit A - Scope of Work
- Exhibit B - Terms of Payment
- Exhibit B-2 - Water Campaign Oversight Project Budget
- Exhibit C - Certificate of Insurance Coverage
- Exhibit D - Audit Requirements

**COMMUNITY BASED ORGANIZATION
Master Contract Exhibit A and B Coversheet**

Dept Name: **Public Health** Vendor ID #: **32634** Board PO #: _____

Bus Unit: **PHSVC** Master Contract #: **900322** Procurement Contract #: **8652** Budget Year: **12-13**

Acct #	Fund #	Dept #	Program #	Subclass #	Project /Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	350253	40394			\$40,000	\$40,000

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: _____ Contract Maximum: **\$40,000**
 Procurement Contract Begin Date: **01/01/13** Expire Date: **09/30/13**
 Period of Funding: From: **01/01/13** To: **09/30/13**
 Department Contact: **Diane Woloshin** Telephone: **510-595-6458** QIC Code: **23805**
 Contractor / Contract-
 Project Name: **Oakland Unified School District/Water Campaign Oversight**
 Contractor Address: **746 Grand Avenue, Lakeview Campus** BOS Dist. **1**
Oakland, CA 94611 Federal **91-2078642**
 Remittance Address: **Same** Location # **1**

Contractor Telephone: **510-273-1676** Fax #: **510-273-1501** E-mail(Signatory): **michelle.oppen@ousd.k12.ca.us**
 Contractor Contact Person: **Michelle Oppen** E-mail(Contact): **michelle.oppen@ousd.k12.ca.us**
 Contract Service Category: **Program Manager, Coordinated School Health**
 Estimated Units of Service: **N/A**
 Maximum Single Payment & Exceptions: **N/A**
 Method of Reimbursement (Invoicing Procedures): **Per Exhibit B**

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$40,000	\$40,000			
Exhibit #					
Amount of Encumbrance	\$40,000	\$40,000			
File Date	02/26/13				
File / Item #	28775 / 43 A-C				
Reason					

Funding Source Allocation:	Federal / CFDA # ()	State	County	Foundation Grant
				\$40,000

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

DEPARTMENT

By _____
 Signature
Muntu Davis, M.D., M.P.H.
 Print or Type Name
 Title **Director, Public Health Department**
 Date _____

CONTRACTOR

By **Maria Santos** **8-16-13**
 Signature
Gary Yee, Ed.D
 Print or Type Name
 Title Acting Superintendent Date _____
 By _____
 Signature
David Sakuma
 Print or Type Name
President, Board of Education
 Title Date _____

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2013 – September 30, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	

I. Program Name

Water Campaign Oversight

II. Contracted Services

Contractor shall provide: Coordination and facilitation of school-based water campaign in East Oakland.

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

1. Provide opportunities to partner with Alameda County Public Health Department Nutrition Services staff to lead professional development and train-the-trainer opportunities for OUSD staff around water access, water education and rethink your drink efforts as detailed in the attached Scope of Work.
2. Provide Global Tap Water Stations at 2-3 school sites and refillable water bottles for all students at 5 school sites.
3. Oversee Wellness Champion program (develop contracts, quarterly trainings, site visits and support with web-based and hard copy materials) at 5 school sites in East Oakland.
4. Organize 2 to 5 parent and student engagement events around wellness policy revisions and nutrition services improvements.
5. Coordinate Summer School Wellness Conference around water campaign, nutrition, physical activity and school gardens for wellness champions, teachers, nurses, principals and other OUSD stakeholders.

B. Target Population

Contractor shall provide services to the following populations:

1. **Service Groups:** Contractor shall provide services as specified in the Scope of Work to:
 - a. OUSD staff, teachers, nurses, principals and other OUSD stakeholders.
 - b. 2-3 school sites with Global Tap Water Stations
 - c. All OUSD students in 5 school sites with refillable water bottles in East Oakland.
 - d. Parent and Student engagement events around wellness policy revisions and nutrition services improvements.
2. **Referral Process to Program:** Not Applicable
3. **Program Eligibility:** Contractor shall only serve the five (5) school sites in East Oakland that has Site Wellness Champion, a school site staff member, committed to promoting healthy eating, physical education/physical activity, staff health and other health related messages/activities to students, staff and families.
4. **Limitations of Service:** Not Applicable

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

1. **Program Design** - See attached Scope of Work
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 Scope of Work

D. Minimum Staffing Qualifications

Not applicable

IV. Contract Deliverables and Requirements

D. Process Measures

Contractor shall provide the following services/deliverables: See attached Scope of Work

E. Outcome Measures

Contractor shall meet the following outcomes: See attached Scope of Work

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 Human Services 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 Scope of Work.

Contractor: Oakland Unified School District
Water Campaign Oversight Project
Contract Term: January 1, 2013 – September 30, 2013

EXHIBIT A - SCOPE OF WORK

Measurable Objectives	Activities	Person Responsible	Evidence of Completion
1. Coordinate and facilitate school-based water campaign in East Oakland.	1. Provide opportunities to partner with Alameda County Public Health Department Nutrition Services staff to lead professional development and train-the-trainer opportunities for OUSD staff around water access, water education and rethink your drink efforts.	Michelle Oppen, OUSD Program Manager and Nancy Midlin, OUSD Nutrition Education Teacher on Special Assignment	1. At least 3 training sessions conducted for Wellness Champions, After School Program Staff and other Teachers at OUSD. 2. Participants surveyed and demonstrate increased knowledge and skills.
	2. Provide Global Tap Water Stations at 2-3 school sites and refillable water bottles for all students at 5 school sites.	Michelle Oppen, Jennifer LeBarre (OUSD Director of Nutrition Services)	1. Water stations are installed at 2-3 school sites. 2. Water bottles purchased and delivered to 5 school sites. 3. Students surveyed about use of water stations and use of water bottles.
	3. Oversee Wellness Champion program (develop contracts, quarterly trainings, site visits and support with web-based and hard copy materials) at 5 school sites in East Oakland.	Michelle Oppen	1. Pre- and post-wellness inventories completed by Wellness Champions, demonstrating increased knowledge and access to water.

Contractor: Oakland Unified School District
Water Campaign Oversight Project
Contract Term: January 1, 2013 – September 30, 2013

EXHIBIT A - SCOPE OF WORK

	<p>4. Organize 2 to 5 parent and student engagement events around wellness policy revisions and nutrition services improvements.</p> <p>5. Coordinate Summer School Wellness Conference around water campaign, nutrition, physical activity and school gardens for wellness champions, teachers, nurses, principals and other OUSD stakeholders.</p>	<p>Michelle Oppen, Jennifer LeBarre (Director, OUSD Nutrition Services), Contracted Consultant</p> <p>Michelle Oppen</p>	<p>2. Quarterly District Wellness Champion trainings attended by 5 Site Wellness Champions and 5 site staff trainings led by Wellness Champions.</p> <p>1. Each event attended by at least 50 participants.</p> <p>2. Attendants surveyed about experience, knowledge and areas of improvement.</p> <p>1. Event attended by at least 50 participants.</p> <p>2. Attendants surveyed about experience, knowledge, attitudes, and areas of improvement.</p>
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(Revised 5/12)

EXHIBIT B - TERMS OF PAYMENT

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2013 – September 30, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	
Contract Amt/Max	\$40,000

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, set forth as follows:

- A. Funded Program Budget – See Attachment B-1
- B. Agency Composite Budget – N/A

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

The contract amount of this agreement shall not exceed the total amount of \$40,000 annually 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 October 31, 2013.

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 attached budget detail. 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 \$40,000 annually 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 Reporting 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.

OAKLAND UNIFIED SCHOOL DISTRICT
 WATER CAMPAIGN OVERSIGHT PROJECT
 BUDGET AND BUDGET JUSTIFICATION
 CONTRACT TERM: JANUARY 1, 2013 TO SEPTEMBER 30, 2013

CATEGORY ITEM	BUDGET AMOUNT
A. <u>PERSONNEL</u>	
None	0
Total Salaries	0
Fringe Benefits @ 22%	0
TOTAL PERSONNEL	0
B. <u>OPERATING EXPENSES</u>	
1. <u>Site Wellness Champions</u> Stipends for school site staff (teachers, nurses or other staff) to promote health and wellness at 5 school sites in East Oakland. Champions will also be trained to promote drinking water.	10,000
2. <u>Water Stations</u> OUSD will purchase 2-3 Global Tap water stations for schools in East Oakland.	5,000
3. <u>Refillable Water Bottles</u> OUSD will purchase 5,000 water bottles for students in East Oakland schools (\$3 per bottle).	15,000
4. <u>Parent and Youth Engagement around Wellness Policy</u> Funds will be used for food (1,500) and materials (763) for 2-3 events in spring, 2013.	2,263
5. <u>Summer School Wellness & Water Conference</u> Funds will be used for stipends to pay participants for their time (5,000) and food (1,000) for the conference.	6,000
TOTAL OPERATING EXPENSES	38,263
C. Indirect Costs (4.57% of Operating Expenses)	1,737
TOTAL BUDGET	<u>\$ 40,000</u>

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	\$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	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Personal 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 and representatives. 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. 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 effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 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. 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. 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. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 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 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) 	

Northern California ReLiEF

CERTIFICATE OF COVERAGE

Issue Date

11/8/2012

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: Star Insurance Company

ENTITY D:

ENTITY E:

COVERED PARTY:

Oakland Unified School District
1025 Second Street
Oakland CA 94606

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 type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE [<input checked="" type="checkbox"/> GOVERNMENT CODES [<input checked="" type="checkbox"/> ERRORS & OMISSIONS []]	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY [<input checked="" type="checkbox"/> ANY AUTO [<input checked="" type="checkbox"/> HIRED AUTO [<input checked="" type="checkbox"/> NON-OWNED AUTO [<input type="checkbox"/> GARAGE LIABILITY [<input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 0171-104	7/1/2012 7/1/2013	\$ 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 01711-04	7/1/2012 7/1/2013	\$ 250,000	\$ 250,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION [<input type="checkbox"/> EMPLOYERS' LIABILITY			\$	[<input checked="" type="checkbox"/> WC STATUTORY LIMITS [<input type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION [<input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	WCE 0391883-12	7/1/2012 7/1/2013	\$ 350,000	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

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

As respects to the agreement between the Alameda County Public Health Department and Oakland Unified School District for the Nutrition Services Harvest of the Month Taste Testing Project through the coverage expiration date.

Replaces certificate issued on 8/2/2012

Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

CERTIFICATE HOLDER:

Alameda County Public Health Department
Nutrition Services
3600 Telegraph Ave., Suite B
Oakland CA 94609

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.

Graham Grice

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	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-04	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 Public Health Department
Nutrition Services
3600 Telegraph Ave., Suite B
Oakland CA 94609

As Respects:

As respects to the agreement between the Alameda County Public Health Department and Oakland Unified School District for the Nutrition Services Harvest of the Month Taste Testing Project through the coverage expiration date. Replaces certificate issued on 8/2/2012

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.



Authorized Representative

Issue Date: 11/8/2012

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 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to § ___. 210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with § ___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § ___.235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § ___.230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports 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 contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy 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 plan of corrective action to address the findings contained therein. 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 these audit requirements.