

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	18-0600
Introduction Date	5/9/18
Enactment Number	18-0811
Enactment Date	5-9-18



**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 9, 2018

**Subject** Amendment No. 1 - 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. 1 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. 1 to the Community Based Organization Master Contract between District and the County of Alameda via its Public Health Department, San Leandro, CA, for the latter to provide additional services to support the Safe Routes to School Menu of Services for educational, encouragement, and enforcement measures in an effort to promote walking and biking to school and increased physical activity for OUSD elementary schools, in the amount of \$399,313.00, increasing the contract from \$399,313.00 to an amount not to exceed \$798,626.00 and extending the Contract term of July 1, 2015 through September 30, 2017 to March 30, 2018. All other terms and conditions of the contract remain in full force and effect.

**Recommendation** Approval of Amendment No. 1 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.** 18-0600

**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

**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	\$

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-Trammell Signature

Kyla Johnson-Trammell  
Print or Type Name

Title Secretary, Board of Education 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**

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

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

<b>Activity</b>	<b>Amount for 2 years</b>
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
<b>Subtotal</b>	<b>\$376,841</b>
<b>Indirect @ 5.94%</b>	<b>\$22,384.36</b>
<b>Total</b>	<b>\$399,225.36</b>





<p>schools); Promotion Materials for all schools.</p>								
<p><b>Walk to School Events:</b> 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 &amp; bicycle safety; bike education; free bike repair via the bike mobile; weekly/monthly walk &amp; 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"> <li>▪ # walk to school events</li> <li>▪ # of schools</li> <li>▪ # of events</li> </ul>	<ul style="list-style-type: none"> <li>▪ Transform tracking sheets</li> <li>▪ Wellness Champion Activity Logs</li> </ul>	<ul style="list-style-type: none"> <li>▪ At least 70% of SRTS Wellness Champions will attend trainings and run school site activities.</li> </ul>	<ul style="list-style-type: none"> <li>▪ % of schools who run event successfully.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Transform logs</li> <li>▪ Wellness Champion Activity Logs</li> <li>▪ Teacher Retrospective Survey</li> </ul>	<ul style="list-style-type: none"> <li>▪ 70% of schools had Walk to School Events where tallies of transportation methods were captured and walking/biking to school was celebrated.</li> </ul>	<ul style="list-style-type: none"> <li>▪ % of schools had Walk to School Event will increase # of students who walk, bike and carpool to school.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Event Tallies</li> <li>▪ Classroom Tallies</li> <li>▪ Activity Logs</li> <li>▪</li> </ul>

**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	
<b>A</b>	<b>Commercial General Liability</b> 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>B</b>	<b>Commercial or Business Automobile Liability</b> 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
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits	EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Directors and Officers Liability</b> Including Employment Practices Liability	\$1,000,000 per occurrence	
<b>E</b>	<b>Employee Dishonesty (ED) and Crime (C)</b> (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	
<b>F</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> 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.</li> <li>2. <b>DURATION OF COVERAGE:</b> 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.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> 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.</li> <li>5. <b>SUBCONTRACTORS:</b> 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.</li> <li>6. <b>JOINT VENTURES:</b> 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"> <li>- 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.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> 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"> <li>- Department/Agency issuing the contract</li> <li>- With a copy to Risk Management Unit (125 – 12<sup>th</sup> Street, 3<sup>rd</sup> Floor, Oakland, CA 94607)</li> </ul> </li> </ol>		

# 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	<b>GENERAL LIABILITY</b> <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	<b>AUTOMOBILE LIABILITY</b> <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	<b>PROPERTY</b> <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	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ Included EACH OCCURRENCE
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
C	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$ \$	

**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	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-09	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  
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.



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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(ies) 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).

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

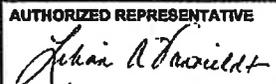
**COVERAGES**                      **CERTIFICATE NUMBER: 992440960**                      **REVISION NUMBER:**

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		
	<b>COMMERCIAL GENERAL LIABILITY</b> <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	\$	
								\$	
	<b>AUTOMOBILE LIABILITY</b> <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)	\$	
								\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	PER STATUTE	X 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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> RETENTION: \$2,500,000			NDE-0884507-17	7/1/2017	7/1/2018	Workers Compensation Employers' Liability	Statutory \$1,000,000	

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.

<b>CERTIFICATE HOLDER</b>  Alameda County Public Health Department Attn: Dale Mural Program Specialist, Nutrition Services 1000 Broadway Oakland CA 94607	<b>CANCELLATION</b>  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: [Signature] TITLE: \_\_\_\_\_

SIGNATURE: Aimee Eng DATE: 5-10-18  
President, Board of Education

[Signature] 5-10-18  
Kyla R. Johnson-Trammell  
Secretary, Board of Education

File ID Number: 18-0600  
Introduction Date: 5-9-18  
Enactment Number: 18-0811  
Enactment Date: 5-9-18  
By: \_\_\_\_\_

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	15-1421
Introduction Date	8/12/15
Enactment Number	15-1281
Enactment Date	8/12/15 <i>ED</i>



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent

**Board Meeting Date**  
*(To be completed by Procurement)* August 12, 2015

**Subject** Community Based Organization - Master Contract - Alameda County Public Health Department - 922/Community Schools and Student Services Department  
(site/departement)

**Action Requested** Approval 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 Community Schools and Student Services Department for the period of July 1, 2015 to September 30, 2017.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* This 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 the Community Based Organization Master Contract between District and the County of Alameda via its Public Health Department, San Leandro, CA, for the latter to provide a Safe Routes to School Menu of Services for educational, encouragement, and enforcement measures in an effort to promote walking and biking to school and increased physical activity for OUSD elementary schools for the period of July 1, 2015 through September 30, 2017, in an amount not to exceed \$399,313.00.

**Recommendation** Approval 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 Community Schools and Student Services Department for the period of July 1, 2015 through September 30, 2017.

**Fiscal Impact** Funding resource name (please spell out): 9206/Alameda County Public Health and Wellness in the amount of \$399,313.00. Allocation for FY 2015-2016 in the amount of \$177,472.00.

**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

**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 #: \_\_\_\_\_ Budget Year: 2015-16

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	350905	00000		PHG09CH43800	\$177,472	\$399,313

Justification if partial encumbrance or liquidation requested: 27 month Procurement Contract prorated to coincide with the County fiscal year.

Federal Funds Waiver #: \_\_\_\_\_ Contract Maximum: \$399,313  
 Procurement Contract Begin Date: 07/01/15 Expire Date: 09/30/17 Period of Funding From: 07/01/15 To: 06/30/16  
Diane Woloshin 510-595-6458 23805

Department Contact: \_\_\_\_\_ Telephone #: \_\_\_\_\_ QIC Code: \_\_\_\_\_

Contractor Name: Oakland Unified School District

Project Name: Safe Routes To School

Contractor Address: 746 Grand Avenue; Oakland, CA 94610

Remittance Address: Same ALCOLINK Vendor Address #: 116  
 BOS Dist. #: 1

Contractor Telephone #: 510-273-1676 Fax #: 510-273-1501 E-mail (Signatory): antwan.wilson@ousd.k12.ca.us

Contractor Contact Person: Michelle Oppen E-mail (Contact): michelle.oppen@ousd.k12.ca.us

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

Method of Reimbursement (Invoicing Procedures): Per Exhibit B

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$399,313				
Amount of Encumbrance	\$177,472				
File Date					
File / Item #					
Reason					

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

*(Signature)*  
**James Harris**  
 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 \_\_\_\_\_  
 Signature  
Muntu Davis, MD, MPH  
 Print or Type Name  
 Title Director, Public Health Dept. Date \_\_\_\_\_

**CONTRACTOR**

By *(Signature)*  
 Signature  
Antwan Wilson  
 Print or Type Name  
 Title Superintendent Date 8/13/15

By \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print or Type Name  
 Title \_\_\_\_\_ Date \_\_\_\_\_

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

*(Signature)*  
 Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

**EXHIBIT A**

**PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

<b>Contracting Department</b>	Public Health
<b>Contractor Name</b>	Oakland Unified School District
<b>Contract Period</b>	July 1, 2015 – September 30, 2017
<b>Type of Services</b>	Safe Routes to School
<b>Contract Number (PO #)</b>	

**I. Program Name**

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

**II. Contracted Services**

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.

**III. Program Information and Requirements**

**A. Program Goals**

Contractor shall provide services to accomplish the following goals:

Offer a menu of 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.

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
  - Bike to School Day
  - International Walk/Roll Day
2. Walking School Buses
3. Park and Walk events
4. Bike Rodeos
5. Bike Mobile

6. Theatrical Assembly
7. Teacher Training Curriculum and professional development
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.

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 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 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 Scope of Work.

**EXHIBIT A - SCOPE OF WORK**

**Contractor: Oakland Unified School District  
Be Oakland, Be Active Safe Routes to School Project  
Contract Term: July 1, 2015 – September 30, 2017**

Measurable Objectives	Activities	Person Responsible	Evidence of Completion
<p>1. Coordinate and facilitate school-based efforts of the safe routes to school program at 41 targeted schools in Oakland.</p>	<p>Serve as gateway for access to Oakland Unified School District personnel and school sites administrators, teachers and staff.</p> <p><b>Safe Routes to School Wellness Champion Program:</b> A teacher on special assignment will have oversight of SRTS staff and parent champions; co-coordinate trainings; link to overall wellness champion program. 30-35 SRTS Champions will attend trainings and lead all SRTS activities at school sites (except Safety Patrol). Equipment provided will include OUSD Bike Blender (to lend to all schools); Promotion Materials for all schools.</p> <p><b>Teacher Training Curriculum:</b> Develop and offer a Safe Routes to School educator guide for teachers of K-5. Offer teacher training to all schools and keep track of students reached. Professional development regarding Safe Routes will be available to a limited number of schools dependent on staffing.</p> <p><b>Walk to School Events:</b> Provide existing SR2S Alameda County program offerings, available to up to 20 public elementary schools in Oakland, and consisting of at least three major events per</p>	<p>Michelle Oppen, OUSD Program Manager</p>	<p>Parent Surveys, Student Tallies, Teacher evaluations for Assemblies and PD, Safety Patrol monthly reports, Compare results of different schools that have different level of interventions. OUSD will provide evaluation for overall wellness champion program.</p>

**Contractor: Oakland Unified School District  
 Be Oakland, Be Active Safe Routes to School Project  
 Contract Term: July 1, 2015 – September 30, 2017**

**EXHIBIT A - SCOPE OF WORK**

<p>year, school wide assembly teaching elementary school students pedestrian and bicycle safety; bike education programming; free bike repair via the bike mobile; weekly or monthly walk and roll to school days; training and establishment of walking school buses; other staff support and technical assistance provided as needed.</p> <p><b>The Walking School Bus Program:</b> 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.</p> <p><b>Bike Mobile:</b> Provide free bike repair via the bike mobile and technical assistance provided as needed.</p> <p><b>The Golden Sneaker Walking Encouragement Program:</b> Provide the Golden Sneaker contest to up to 20 schools.</p> <p><b>Menu of services:</b> Design and maintain a menu of services tool through which the targeted school administrators can select the services they want to provide to their school.</p> <p><b>SR2S Coordinator:</b> One FTE to (1) coordinate all elements of Oakland citywide SR2S program (25% time) and (2) lead walking school bus implementation (establishing, training, and maintaining walking school buses in</p>	
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**Contractor: Oakland Unified School District**  
**Be Oakland, Be Active Safe Routes to School Project**  
**Contract Term: July 1, 2015 – September 30, 2017**

**EXHIBIT A - SCOPE OF WORK**

	<p>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.</p>		
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**EXHIBIT B - TERMS OF PAYMENT**

<b>Contracting Department</b>	Public Health
<b>Contractor Name</b>	Oakland Unified School District
<b>Contract Period</b>	July 1, 2015 – September 30, 2017
<b>Type of Services</b>	Safe Routes to School
<b>Contract Number (PO #)</b>	
<b>Contract Amt/Max</b>	\$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 October 31, 2017.

**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.

**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
<b>A Commercial General Liability</b> 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>B Commercial or Business Automobile Liability</b> 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
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>all County officers ADDITIONAL INSURED:</b> 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, agents, employees and representatives.</li> <li>2. <b>DURATION OF COVERAGE:</b> 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.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> 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.</li> <li>5. <b>SUBCONTRACTORS:</b> 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.</li> <li>6. <b>JOINT VENTURES:</b> 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"> <li>- 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.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> 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"> <li>- Department/Agency issuing the contract</li> <li>- With a copy to Risk Management Unit (125 – 12<sup>th</sup> Street, 3<sup>rd</sup> Floor, Oakland, CA 94607)</li> </ul> </li> </ol>	

# CERTIFICATE OF COVERAGE

Issue Date  
**6/29/2015**

**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 300  
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	<b>GENERAL LIABILITY</b> <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 01711-07	7/1/2015 7/1/2016	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <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 0171-107	7/1/2015 7/1/2016	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	\$ Included EACH OCCURRENCE
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
C	<b>EXCESS WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$ \$	

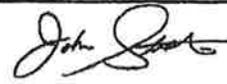
**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**

As respect to the agreement between Alameda County Health Care Services Agency and Oakland Unified School District through the coverage expiration date.

Annual Aggregate of \$27,000,000 applies in total for all members in the layer \$9,000,000 occurrence excess of \$1,000,000

**CERTIFICATE HOLDER:**  
Alameda County Health Care Services Agency  
1000 San Leandro Blvd.  
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 AGENTS OR REPRESENTATIVES.**



John Stephens

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/22/15

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(ies) 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).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 1301 Dove St., Suite 200 Newport Beach, CA 92860 949-756-0271 • Fax 949-756-2713 • License No. 0C36861	<b>CONTACT NAME:</b> PHONE: _____ PHONE: _____
	<b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER:</b> <b>CUSTOMER ID #</b>
<b>INSURED:</b>  Oakland Unified School District 1000 Broadway Street Oakland, CA 94607	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> New York Marine and General Insurance <b>NAIC #</b> 16608
	<b>INSURER B:</b> State National Insurance Company      12831
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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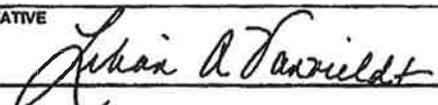
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG.	
	<b>AUTOMOBILE LIABILITY EXCESS OF SIR</b> <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) LIMIT BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per Accident)	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <b>DEDUCTIBLE</b> <input type="checkbox"/> <b>RETENTION</b>						EACH OCCURRENCE AGGREGATE	
A	<b>EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> Y/N			WC2014EPP00296	07/01/15	07/01/16	X	WC STATU-TORY LIMITS    OTH-ER
B	<b>ANY PROPRIETARY/PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED?</b> <input type="checkbox"/> N    N/A (MANDATORY IN NH) IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW			NDE-0848943-15	07/01/15	07/01/18		E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE - EA EMPLOYEE      \$1,000,000 E.L. DISEASE - POLICY LIMIT      \$1,000,000
	<b>OTHER</b>							

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES** (Attach Accord 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF COVERAGE ONLY. RE: Fiscal Year, July 1, 2015 – June 30, 2016

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

<b>CERTIFICATE HOLDER</b> ATTN: Alex Briscoe Alameda County Health Services Agency 1000 San Leandro Blvd. Suite 300 San Leandro CA 94577	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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## 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 01711-07	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  
1000 San Leandro Blvd.  
San Leandro CA 94577

**As Respects:**

As respect to the agreement between Alameda County Health Care Services Agency and Oakland Unified School District through the coverage expiration date. Annual Aggregate of \$27,000,000 applies in total for all members in the layer \$9,000,000 occurrence excess of \$1,000,000

Oakland Unified School District hereby names 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 but only as respects to liability arising out of acts and omissions of Oakland Unified School District's officers, agents and employees.



\_\_\_\_\_  
Authorized Representative

Issue Date: 6/29/2015

## 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 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. 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 audit 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.