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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools and Student Services Department
Michelle Oppen, Wellness Coordinator, Community Schools and Student Services Department

Board Meeting Date November 12, 2020

Subject Community-Based Organization – Alameda County Health Care Services Agency – Community Schools and Student Services Department

Action Requested and Recommendation Approval by the Board of Education of the new Alameda County Health Care Services Agency Community-Based Organization (“CBO”) Master Contract Cover Sheet to amend the CBO Master Contract to incorporate six Exhibits:

- Exhibit A – Program Description and Performance Requirements
- Exhibit B – Line Item Budget
- Exhibit C – Insurance Requirements
- Exhibit D – Audit Requirements
- Exhibit E – HIPAA Business Associate Agreement
- Exhibit F – Debarment and Suspension Certification

Approval of this new cover page will amend the CBO Master Contract between the District and Alameda County Health Care Services Agency by adding six exhibits and will enable the continued funding of promotion of walking and biking to and from school and in the community and bicycle and pedestrian safety education.

Background

(Why do we need these services? Why have you selected this vendor?)

There is a link between student academic performance and health and wellness. Students who have access to appropriate nutrition and physical activity will ultimately do better in school. Alameda County Public Health Department, through its Alameda County Health Care Services Agency, supports the health of youth in the county and therefore is investing in the health of students at OUSD schools

Fiscal Impact

Funding resource(s): 9206/Alameda County Public Health and Wellness in an amount not to exceed \$255,000.00. OUSD will invoice County of Alameda for services provided on a quarterly basis.



Attachments

- Community-Based Organization Master Contract Cover Sheet
- Exhibit A – Program Description and Performance Requirements
- Exhibit B – Line Item Budget
- Exhibit C – Insurance Requirements
- Exhibit D – Audit Requirements
- Exhibit E – HIPAA Business Associate Agreement
- Exhibit F – Debarment and Suspension Certification
- Master Agreement Between the Oakland Unified School District and the County of Alameda Related to School-Based Support Services



COMMUNITY-BASED ORGANIZATION (CBO) MASTER CONTRACT EXHIBIT COVERSHEET

This Master Contract Amendment, effective as of 10/01/2020, is a part of the Community Based Organization Master Contract (No. 900322) made and entered into by and between the County of Alameda "County", and Oakland Unified School District, hereinafter referred to as the "Contractor".

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference, and hereinafter referred to as "Procurement Contract No. 20891" or the "Procurement Contract".

1. **Exhibit A – Program Description and Performance Requirements**
2. **Exhibit B – Terms of Payment**
3. **Exhibit C – Insurance Requirements**
4. **Exhibit D – Audit Requirements**
5. **Exhibit E – HIPAA Business Associate Agreement**
6. **Exhibit F – Debarment and Suspension Certification**


The Exhibits above replace and supersede any and all previous Exhibits for this Procurement Contract. Except as herein amended, the Master Contract is continued in full force and effect. The Term of this Procurement Contract shall be from 10/01/2020 through 09/30/2023. The compensation payable to Contractor hereunder shall not exceed \$ 255,000.00 for the term of this Procurement Contract.

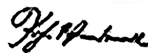
Dept. Contact Jenny Wang Phone (510) 268-4222 Email Jenny.Wang@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract. IN WITNESS WHEREOF and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree hereto have executed this Procurement Contract, effective as of the date of execution by the County. By signing below, signatory warrants and represents that he/she executed this Procurement Contract in his/her authorized capacity and that by his/her signature on this Procurement Contract, he/she or the entity upon behalf of which he/she acted, executed this Procurement Contract.

COUNTY OF ALAMEDA

CONTRACTOR

^{DS}
 _____ Date _____
 Signature

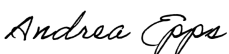
By  _____ Date 1/14/2021
 Signature

Name Kimi Watkins-Tartt

Name Dr. Kyla-Johnson Trammell

Title Director, Alameda County Public Health Department

Title Superintendent

Approved as to Form

 Deputy General Counsel


 _____ 1/14/2021
 Shanthi Gonzales, President, BOE Date

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Public Health
Contractor Name	Oakland Unified School District (OUSD)
Contract Period	October 1, 2020 – September 30, 2023
Type of Services	Active and Safe Oakland, a Comprehensive Safe Routes to School Program
Contract Number (PO #)	

I. Program Name

Active and Safe Oakland

II. Contracted Services

Active & Safe Oakland (ASO) will bring Safe Routes to School and Safety Patrol (SRTS) programming to 18 historically disadvantaged elementary schools in Oakland, concentrated in Central/East Oakland and West Oakland, that have not adopted and maintained such programs.

The Active & Safe Oakland non-infrastructure program is a comprehensive Safe Routes to School program that promotes walking and cycling to and from school. A partnership of the Alameda County Public Health Department (ACPHD), Alameda County Public Works Agency (ACPWA), Oakland Unified School District (OUSD), Oakland Police Department (OPD), and community-based organizations, ASO will expand Safe Routes to School and Safety Patrol (SRTS+SP) programming to eighteen disadvantaged Oakland elementary schools that have not adopted and maintained such programs. OUSD will have a role in this expansion and programming by supporting with:

- Informing families at affordable housing developments to increase active and safe transportation in neighborhoods near schools through education and engagement with SRTS OUSD Wellness Champions and pilot strategies as to support ATP,
- Promoting Active Streets Challenge during the summer that engages student and adult resident leaders walking their neighborhoods and/or nearby regional parks;
- Communicating and coordinating with daily school based, student led Safety Patrols with the guidance of OPD and adult staff advisors and principals with SRTS OUSD Wellness Champions to participate in neighborhood Safe Routes via a menu of neighborhood based options (i.e. neighborhood cleanup days, community mapping and safe routes planning, walking school buses, Walk/Bike to Work and School and Wellness Days).
- Training and recruiting of students and adult SRTS+SP champions throughout OUSD including focused recruitment and leadership development for Adult Advisors.
- Creating a climate of safe and supportive events that encourage walking and biking, including safety demonstrations and other traditional SRTS activities.

As an outcome, OUSD will support the development of SRTS+SP Ambassadors who are a cadre of staff coordinators and hired, stipended community members to conduct targeted outreach and offer technical support to schools adopting SRTS+SP programs. Explicitly, OUSD will recruit wellness champions and generate interest from principals and staff.

Second, through Team-Building and Leadership Development, OUSD will support increasing capacity and sustainability and will foster team approaches among adult and student leaders at each school—and across sites—who are implementing SRTS+SP programs. Safety Patrol Adult advisors will be invited to participate in a Districtwide leadership learning community (Wellness Coordinators). Sites will be encouraged to develop relationships among SRTS+SP advisors, principals, PTAs, teachers, OUSD SRTS wellness champion and volunteers (non-stipended) to obtain ongoing feedback to better plan for succession and sustainability.

OUSD will actively participate in the coordination, facilitation, maintenance and expansion of school-based Safe Routes to School services which includes the development and implementation of the Safe Routes to School Comprehensive Menu of Services and the Coordination of School Wellness Champions Programs + Safety Patrol in close coordination with ASO collaborative partners.

The Comprehensive Menu of Services aims to provide services for 18 priority OUSD elementary as named in the Active and Safe Oakland grant listed in Section III B.1. This includes services such as but not limited to: SRTS Wellness Champion training, the Golden Sneaker Walking Encouragement program, annual Walk and Bike to School Days (2 events) in coordination and support by a part-time paid, Safe Routes to School Coordinator.

Additionally, coordination of stipended, Safe Routes to School (SRTS) Wellness Champions programs and activities will be offered. Under this umbrella, coordination and evaluation of the contracted services with paid, staff is included under the guidance of OUSD designated staff.

The stipended, OUSD SRTS Wellness Champions will train school site staff and parents to implement the Active and Safe Oakland programs, attend an orientation around safe walking and biking, pedestrian safety and linking a network of resources. The stipended, SRTS Wellness Champions and volunteer SRTS Champions (non-stipended) are responsible for the deliverables named under Section III.A. Program Goals.

III. Program Information and Requirements

A. Program Goals

The Active Oakland SRTS Comprehensive Menu of Services includes site coordination to offer educational, encouragement, and enforcement measures to 18 eligible schools based on factors such as percentage of free and reduced meals, Alameda County Transportation Commission's equity index, historical program participation, and as requested by school administration pending available resources, to promote walking and biking to school and increase physical activity. School administrators can select the services they want to provide to their school and through Active and

Safe Oakland, priority focus is offering a Safe Routes to School + Safety Patrol primary program. This focus area brings Traffic Safety Plan Development in coordination with City of Oakland Police Department (OPD) at designated sites, Safety Patrol Program in coordination with OPD and Alameda County Nutrition Services (ACNS) at designated sites and prioritized enforcement of traffic violations during school drop off and pick up times in coordination with OPD.

OUSD will be responsible for:

1. Coordination and Training for a designated school site, Volunteer Safe Routes Champion (non-stipended) or stipended Safe Routes to School Wellness Champion to oversee the coordination of at least (1) Walk and Roll to School Day, at least (1) Bike to School Day, 2-week Golden Sneakers Competition, participation and organization of International Walk/Roll Day, and pursue the following depending on availability: coordinate an assembly, bike rodeo or pedestrian safety demonstration.
2. Walking School Buses: to provide training and establishment of up to 10 walking school buses. Provide walking school bus supplies as needed: fluorescent vests, stop signs, whistles (up to 10 each for each school).
3. Regular Walk and Roll to School events (up to 6)
4. Scheduling Bike Rodeos (including helmet safety) and pedestrian rodeos
5. Scheduling the Bike Mobile: to provide free bike repair via the bike mobile with technical assistance provided as needed.
6. Scheduling Theatrical Assembly with helmet, bike and pedestrian safety.
7. Teacher Training Curriculum and professional development: to teach directly in the classroom setting

B. Priority Population

Contractor shall offer services to the following Oakland Unified School District schools as articulated in the Active Transportation Program Cycle 4 proposal with any additions or changes agreed upon by the Active and Safe Oakland collaborative and/or upon request by the school site administration with oversight and coordination by the ACNS grant coordinator. Schools may also be substituted upon agreement by the Active and Safe Oakland Collaborative as long as they meet the eligibility criteria.

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

Acorn Woodland Elementary	Garfield Elementary
Allendale Elementary	Horace Mann Elementary
Bridges Academy	International Community
Brookfield Elementary	Markham Elementary
Community United elementary	Martin Luther King, Jr.
East Oakland Pride Elementary	Parker Elementary
Encompass Academy	Reach Academy
Fred T. Korematsu Discovery	Sankofa Academy
Futures Elementary	Think College Now

2. Referral Process to Program: The menu of services will be offered to eligible schools who will select to participate in Active and Safe Oakland Safe Routes to School programs offered with a focus on developing SRTS+SP schools.

3. Program Eligibility: Contractor shall serve with contract funds the school sites in Oakland that are identified in this contract and Schools served by this contract must meet FRMP eligibility of 50% or greater. Additional schools can be added or substituted upon mutual agreement and approval through a collaboration of the grant partners ACPH, OUSD and OPD.

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 RBA Development Worksheet

D. Minimum Staffing Requirements / Qualifications

Contractor will provide:

OUSD to provide: 1) 0.20 FTE Specialist to work with Safe Routes to School Wellness Champions, provide regular communication about wellness champion deliverables, participate in planning in quarterly planning meetings and monthly contract oversight meetings. 2) 0.15 FTE Administrator to supervise Specialist, oversee partner contract and oversee contract from Alameda County.

OUSD community partner to provide: One FTE SR2S Coordinator to provide Safe Routes to School site coordination for 18 Oakland schools to (1) provide Safe Routes to Schools program support for encouragement activities, including International Walk and Roll to School Day events, Golden Sneaker contest, Bike to School Day, Regular Walk and Roll Events, etc. (50%). and (2) support schools in scheduling educational activities (30%) and (3) lead walking school bus implementation (establishing, training, and maintaining walking school buses in up to 10 schools) (20%) and (3) This staff, 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, and (4) pilot strategies with up to two housing sites located near high need schools.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide the following services/deliverables: See attached RBA Development Worksheet

B. Outcome Measures

Contractor shall meet the following outcomes: See attached RBA Development Worksheet

V. Reporting and Evaluation Requirements

A. Reporting Requirements: OUSD will provide RBA and narrative report with invoice payments and final report with last invoice.

B. Evaluation Requirements: RBA and narrative 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.



Organization Oakland Unified School District (OUSD)
Program Active and Safe Oakland (ASO), A Comprehensive Safe Routes to School Program (SRTS)
Goal/Result To serve as a gateway for program expansion and continued coordination, facilitation, development and implementation of the school-based Safe Routes to School Comprehensive Menu of Services, that offers priority schools and neighboring affordable housing developments activities such as: the Safe Routes to School Wellness Champion Program, Teacher Training Curricula, Walk to School Events, Walking School Bus Programs, and the Golden Sneaker Walking Encouragement program

Process Objectives	"How Much" Performance Measure	Data Collection Tool	Quality Objective	"How Well" Performance Measure	Data Collection Tool	Impact Objective	"Is anyone better off?" Performance Measure	Data Collection Tool
<p>SRTS Volunteer Site Champions & SRTS Wellness Champions: OUSD Health & Wellness & subcontractor oversight of SRTS staff & parent champions; co-coordinate trainings; link to overall wellness champion program. Up to 30 Champions in total will attend trainings/lead school site SRTS activities except Safety Patrol.</p>	<ul style="list-style-type: none"> # of SRTS Volunteer Champions # of SRTS Wellness Champions # of SRTS Volunteer Champions that attend/lead trainings # of SRTS Wellness Champions that attend/lead trainings 	<ul style="list-style-type: none"> Training rosters ASO tracking tool 	<ul style="list-style-type: none"> At least 55% of SRTS Wellness Champions will attend trainings and run school site activities. At least 55% of SRTS Volunteer Champions will attend training and run school site activities 	<ul style="list-style-type: none"> # of SRTS well attended programs and activities on campus. % of teacher surveys that rate the SRTS Program as impactful or highly impactful. 	<ul style="list-style-type: none"> Champion Activity Logs ASO tracking tool Retrospective Teacher Survey 	<ul style="list-style-type: none"> A 1.5% increase of students who walk, bike or carpool to school will be evidenced year to year. 	<ul style="list-style-type: none"> % of students who walk, bike or carpool to school increases. 	<ul style="list-style-type: none"> Parent Surveys Classroom Tallies (or Alameda County Transportation Commission online tool) Event Tallies Principal and Volunteer Site Champion survey in coordination with ASO partners.



<p>Comprehensive Menu of Services: SRTS services offered to up to 18 public elementary, charter, and/or middle schools in Oakland, consisting of at least (1) Walk and Roll to School Day, at least (1) Bike to School Day, 2-week Golden Sneakers Competition, participation & organization of International Walk/Roll Day, & pursue the following encouragement activities depending on availability: coordinate an assembly, bike rodeo or pedestrian safety demo.</p>	<ul style="list-style-type: none"> ▪ # of major events (Walk and Roll to School, Golden Sneaker, Back to School Day), ▪ # encouragement activities (ex. Monthly walk & roll to school days) ▪ # of schools opting in to Comprehensive Menu of Services (education activities) ▪ # of schools receiving Curriculum trainings 	<ul style="list-style-type: none"> ▪ ASO tracking sheets 	<ul style="list-style-type: none"> ▪ Of ASO Schools, 60% conduct at least 2 of the major events ▪ 50% will implement at least 1 encouragement activity. ▪ 65% will opt in to at least 1 educational activity from the menu of services ▪ Of ASO Schools, 60% receive curriculum trainings, (metric = % of schools with champion receiving training) 	<ul style="list-style-type: none"> ▪ Of ASO Schools, % conducting at least 2 of the major events ▪ % implementing at least 1 encouragement activity. ▪ % opting in to at least 1 educational activity from the menu of services 	<ul style="list-style-type: none"> • ASO tracking sheets 	<ul style="list-style-type: none"> ▪ 70% of schools that participated in encouragement / education & major events, and curriculum trainings will report satisfaction and success. 	<ul style="list-style-type: none"> ▪ % of Schools that participated in encouragement / education & major events and curriculum trainings reporting satisfaction and success. 	<ul style="list-style-type: none"> ▪ End of year qualitative survey
<p>Affordable Housing outreach and encouragement: Informing families at 1-3 affordable housing</p>	<ul style="list-style-type: none"> ▪ # encouragement activities (ex. Monthly walk & roll to 	<ul style="list-style-type: none"> ▪ ASO tracking tool 	<p>Each Affordable Housing development</p>	<ul style="list-style-type: none"> ▪ # of SRTS well-attended programs and activities at 	<ul style="list-style-type: none"> ▪ # of attendees 	<p>75% of Affordable Housing developments</p>	<ul style="list-style-type: none"> ▪ # of Affordable Housing develop- 	<ul style="list-style-type: none"> ▪ End of year qualitative survey



<p>developments each year to increase active and safe transportation in neighborhoods near schools</p>	<p>school days, Bike to school Days) ▪ # of educational events scheduled (ex. Bike Mobile visit, bike safety training)</p>		<p>will implement at least 1 encouragement activity. Each Affordable Housing development will implement at least 1 educational activity</p>	<p>housing developments ▪ % of participant surveys that rate educational programming as impactful or highly impactful.</p>	<p>at each event ▪ Retrospective Participant Survey</p>	<p>that participated in encouragement / education events, will report satisfaction and success.</p>	<p>ment that participated in encouragement / education major events reporting satisfaction and success.</p>	
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**EXHIBIT B-1
LINE ITEM BUDGET**

Contractor: Oakland Unified School District		Contract Term: 10/01/2020 to 09/30/2023		
BUDGET CATEGORIES	# MTHS.	TOTAL FTE	ANNUAL SALARY	TOTAL FUNDING
A. TOTAL SALARIES & WAGES				\$3,000
Administration, Oversight and Program Management: Salaries and Benefits				\$3,000
•0.20 FTE Specialist to work with Safe Routes to School Wellness Champions, provide regular communication about wellness champion deliverables, participate in planning in quarterly planning meetings and quarterly contract oversight meetings.				
•0.15 Administrator to supervise Specialist, oversee Transform Contract and oversee contract from Alameda County.				
B. FRINGE BENEFITS RATE USED				\$0
TOTAL SALARIES plus FRINGE BENEFITS				\$3,000
C. TOTAL TRAVEL				\$0
Local Travel				\$0
National Travel				\$0
D. TOTAL EQUIPMENT				\$0
				\$0
				\$0
E. TOTAL SUPPLIES				\$0
F. TOTAL SUBCONTRACT/CONSULTANT COSTS				\$252,000
1) Safe Routes to School Wellness Consultants				\$87,000
2) Transform				\$165,000
Site coordination for Safe Routes education and encouragement activities including maintenance of records, support with safe routes near housing and other tasks as needed. •0.5 FTE Transform Site Coordinator •18 schools •Coordinator could do only specific SRTS tasks and focus on school sites near identified housing sites.				
G. TOTAL OTHER EXPENSES				\$0
H. TOTAL DIRECT EXPENSES				\$255,000
I. TOTAL INDIRECT COSTS USED @				\$0
TOTAL CONTRACT BUDGET				\$255,000

Prepared by: Rachel P. Paras, Supervising Program Specialist

Date: 14-Sep-2020



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	<p><u>Endorsements and Conditions:</u></p> <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 require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

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

MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline**TM

Alameda County Public Health Department
1000 Broadway
Oakland CA 94607

Sender: Robyn Tryon

Phone: 510-986-6750

Subject: Cert No. 56690722 - Certificate of Coverage:
Oakland Unified School District - Alameda County
Public Health Department

Date: 7/23/2020

No. of Pages: 4

URL: www.keenan.com

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ADMINISTRATOR: Keenan & Associates
 1111 Broadway, Suite 2000
 Oakland, CA 94607
 510-986-6750
 www.keenan.com

LICENSE # 0451271

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

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:

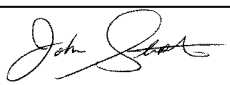
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED 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 <input type="checkbox"/>	NCR 01711-12	7/1/2020 7/1/2021	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-12	7/1/2020 7/1/2021	\$ 100,000	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 01711-12	7/1/2020 7/1/2021	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-12	7/1/2020 7/1/2021	\$ 100,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 As respects to agreement # 900322 between the Alameda County Public Health Department and Oakland Unified School District for their annual nutrition services grant for the Nutrition Education Obesity Prevention Program and Coordination through the coverage expiration date.

CERTIFICATE HOLDER:
 Alameda County Public Health Department
 1000 Broadway
 Oakland CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS


 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

<p>COVERED PARTY Oakland Unified School District</p>	<p>COVERAGE DOCUMENT NCR 01711-12</p>	<p>ADMINISTRATOR Keenan & Associates</p>
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Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under “as respects” below.

Additional Covered Party:

Alameda County Public Health Department
1000 Broadway
Oakland CA 94607

As Respects:

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

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



Authorized Representative

Issue Date: 7/23/2020

WC-3043

CERTIFICATE OF COVERAGE

07/23/2020

**PUBLIC RISK INNOVATION,
SOLUTIONS AND MANAGEMENT**

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE #0C36861

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

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

Member:

OAKLAND UNIFIED SCHOOL DISTRICT
 ATTN: REBECCA LITTLEJOHN
 1000 BROADWAY SUITE 440
 OAKLAND, CA 94607

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2020	07/01/2021	WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT FOR NUTRITION EDUCATION OBESITY PREVENTION PROGRAM AND COORDINATION.

Certificate Holder

ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT
 3600 TELEGRAPH AVE.
 OAKLAND, CA 94609

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE



Public Risk Innovation, Solutions and Management

**PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT
 EXCESS WORKERS' COMPENSATION PROGRAM
 2020/2021 SCHEDULE OF INSURERS
 OAKLAND UNIFIED SCHOOL DISTRICT**

PROVIDER	MEMORANDUM/ POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions and Management	PRISM PE 20 EWC-158	Workers' Compensation and Employers' Liability: \$2,500,000 each accident/each employee for disease (Difference between \$2,500,000 and the individual member's retention)
Safety National Casualty Corporation	SP 4060592	Workers' Compensation: Statutory each accident/each employee for disease excess of \$2,500,000 Employers Liability: \$2,500,000 each accident/each employee for disease excess of \$2,500,000

Exhibit D

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 § 200.506(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 notice 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 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 E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and Lotus Bloom (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also

mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. “Exhibit” shall mean this HIPAA Business Associate Agreement.

HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

Privacy Rule and Privacy Regulations. “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal

responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record

Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS


- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or

will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Oakland Unified School District

By (Signature): 

Print Name: Shanthi Gonzales

Title: President, BOE

EXHIBIT F

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

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

CONTRACTOR: OAKLAND UNIFIED SCHOOL DISTRICT

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Board Office Use: Legislative File Info.	
File ID Number	18-0644
Introduction Date	6/27/18
Enactment Number	18-1161
Enactment Date	6/27/18 er



**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) June 27, 2018

Subject Amendment No. 3 - 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. 3 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 September 30, 2018.

Background
A one paragraph explanation of why the consultant's services are needed.
The purpose of this Master Contract is to development and the 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. 3 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 \$75,000.00, increasing the not to exceed amount from \$399,313.00 to \$474,313.00 and extending the Contract term of July 1, 2015 through March 30, 2018 to September 30, 2018. All other terms and conditions of the contract remain in full force and effect.

Recommendation Approval of Amendment No. 3 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 September 30, 2018.

Fiscal Impact Funding resource name (please spell out): 9206/Alameda County Public Health and Wellness in the amount of \$75,000.00.

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. 18-0644

Department: Alameda County Public Health Department

Vendor Name: Oakland Unified School District Health & Wellness Unit

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

Annual Cost: \$ 474,313.00

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 increase the total from \$399,313, to \$474,313.

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
- CUPCAA 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	75,000	\$ 474,313

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: _____ Contract Maximum: 474,313
 Procurement Contract Begin Date: 07/01/2015 Expire Date: 09/30/2018 Period of Funding From: 04/01/2018 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	\$474,313		
Amount of Encumbrance	\$177,472	0.00	75,000		
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 <u>AY</u>	County _____
	\$ _____	\$ 474,313	\$ _____

Aimee Eng
 President, Board of Education

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

DEPARTMENT
 By Muntu Davis
 Signature
 Muntu Davis, MD, MPH
 Print or Type Name
 Title Director, Public Health Date _____

CONTRACTOR
 By Kyla Johnson-Trammel
 Signature
 Kyla Johnson-Trammel
 Print or Type Name
 Title Superintendent Date _____

By _____
 Signature
 Print or Type Name
 Title _____ Date _____

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

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

I. Program Name

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

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

Menu of options include:

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

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

B. Target Population

Contractor shall provide services to the following populations:

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

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

2. Referral Process to Program: The menu of services will be offered to the 41 identified schools who will select to participate in some or all of the Safe Routes to School programs offered.

3. Program Eligibility: Contractor shall serve the forty-one (41) school sites in Oakland that are identified in this contract. Additional schools can be added or substituted upon mutual agreement and approval.

4. Limitations of Service: Not Applicable

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

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

D. Minimum Staffing Requirements / Qualifications

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

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

IV. Contract Deliverables and Requirements

D. Process Measures

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

E. Outcome Measures

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

V. Reporting and Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

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

B. Other Requirements: N/A

VII. Entirety of Agreement

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

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

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



Organization: Oakland Unified School District (OUSD)
Program: Be Oakland Be Active (BOBA) – Safe Routes To School

Goal/Result: To serve as a gateway for continued coordination, facilitation, development and implementation of school-based efforts 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

Process Objectives	“How Much” Performance Measure	Data Collection Tool	Quality Objective	“How Well” Performance Measure	Data Collection Tool	Impact Objective	“Is anyone better off?” Performance Measure	Data Collection Tool
<p>Safe Routes to School Wellness Champion Program: OUSD Health and Wellness and subcontractor oversight of SRTS staff & parent champions; co-ordinate trainings; link to overall wellness champion program.</p> <p>30-35 SRTS Champions will attend trainings/lead all school site SRTS activities (except Safety Patrol). Equipment provided will include OUSD Bike Blender (to lend to all</p>	<ul style="list-style-type: none"> # of Wellness Champions that attend trainings # of Wellness Champions that attend site wellness councils. 	<ul style="list-style-type: none"> Parent surveys Wellness Champion Activity Logs Training rosters 	<ul style="list-style-type: none"> At least 70% of SRTS Wellness Champions will attend trainings, complete activity logs and run school site activities. 	<ul style="list-style-type: none"> # of SRTS Wellness Champions will have well-attended programs and activities on campus. % of teacher surveys that rate the Safe Routes to School Programming as being impactful or highly impactful. 	<ul style="list-style-type: none"> Wellness Champion Activity Logs Retrospective Teacher Survey 	<ul style="list-style-type: none"> There will be a year to year increase of students who walk, bike or carpool to school. 	<ul style="list-style-type: none"> % of students who walk, bike or carpool to school increases. 	<ul style="list-style-type: none"> Parent Surveys Classroom Tallies Event Tallies



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

(Revised 5/12)

EXHIBIT B - TERMS OF PAYMENT

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	July 1, 2015 – September 30, 2018
Type of Services	Be Active Be Oakland, Safe Routes to School
Contract Number (PO #)	91693
Contract Amt/Max	\$ 474,313

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 \$474,313 for the period of this agreement.

Approved Budget Allocation

B. Budget Revision Procedures

Budget revisions are to be made in writing with modified budget sheet submitted to the Director of Nutrition Services 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 15, 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 \$474,313 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

July, 2015-September, 2018 (with amendment)

Activity	Amount for 3 Years
Sub-Contract to Transform for 1 FTE, Staff Supervision, SRTS Supplies	\$280,000
OUSD Staff support SRTS implementation and evaluation	\$20,000
OUSD Supervision and Grant Administration	\$77,000
Wellness Champion Stipends and Trainings	\$72,125
Subtotal	\$449,125
Indirect (varies per year; using 17-18 rate: 5.59%)	\$25,100.36
Total	\$474,225.36

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
F	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: General Liability, Automobile Liability, and Directors and Officers Liability Insurance Policies shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

ADMINISTRATOR:
 Keenan & Associates
 1111 Broadway, Suite 2000
 Oakland, CA 94607
 510-986-6750
 www.keenan.com

LICENSE # **0451271**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

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

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

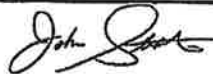
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/> OCCURRENCE	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
 As respects to agreement # 900322 between the Alameda County Public Health Department and Oakland Unified School District for their annual nutrition services grant for the Nutrition Education Obesity Prevention Program and Coordination through the coverage expiration date.

CERTIFICATE HOLDER:
 Alameda County Public Health Department
 1000 Broadway
 Oakland CA 94607

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.


 John Stephens
 AUTHORIZED REPRESENTATIVE

DISCLAIMER

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

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY Oakland Unified School District	COVERAGE DOCUMENT NCR 01711-09	ADMINISTRATOR Keenan & Associates
---	--	---

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

Additional Covered Party:

Alameda County Public Health Department
1000 Broadway
Oakland CA 94607

As Respects:

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

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



Authorized Representative

Issue Date: 6/22/2017



CERTIFICATE OF LIABILITY INSURANCE

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

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(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).

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

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

CERTIFICATE HOLDER CANCELLATION

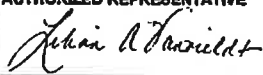
Alameda County Public Health Department Attn: Dale Murai Program Specialist, Nutrition Services 1000 Broadway Oakland CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE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

Exhibit D

Audit Requirements

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

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

B. Funds from All Sources:

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

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

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

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT F

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

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

CONTRACTOR: Oakland Unified School District_____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

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



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent

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

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

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

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

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

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

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

Attachments

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



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

Legislative File ID No. 18-1185

Department: Alameda County Public Health Department

Vendor Name: Oakland Unified School District Health & Wellness Unit

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

Annual Cost: \$ 399,313.00

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

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

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

Summarize the services this Vendor will be providing.

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

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

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

2) Please check the competitive bid exception relied upon:

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

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

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

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

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: _____ Contract Maximum: 399,313
 Procurement Contract Begin Date: 07/01/2015 Expire Date: 03/30/2018 Period of Funding From: 10/01/2017 To: 09/30/2018

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

Contractor Name: Oakland Unified School District

Project Name: Safe Routes to School

Contractor Address: 1000 Broadway Suite 150 Oakland, CA 94607

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

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

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

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

Method of Reimbursement (Invoicing Procedures): _____

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

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

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]
 Signature

Muntu Davis, MD, MPH
 Print or Type Name

Title Director, Public Health Date _____

CONTRACTOR

By: [Signature]
 Signature

Kyla Johnson-Trammel
 Print or Type Name

Title Superintendent Date _____

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

By: [Signature] Signature

Andrea Epps, Attorney at Law
 Print or Type Name

Title _____ Date _____

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

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

I. Program Name

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

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

Menu of options include:

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

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

B. Target Population

Contractor shall provide services to the following populations:

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

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

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

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

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

D. Minimum Staffing Requirements / Qualifications

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

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

IV. Contract Deliverables and Requirements

D. Process Measures

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

E. Outcome Measures

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

V. Reporting and Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

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

B. Other Requirements: N/A

VII. Entirety of Agreement

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

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

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

EXHIBIT B - TERMS OF PAYMENT

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

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

I. Budget

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

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

B. Budget Revision Procedures

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

C. Cost Settlement/Final Payment Provisions

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

D. Conditions of withholding payment: N/A

E. Definitions

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

III. Invoicing Procedures

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

IV. Funding and Requirements: N/A

V. Additional Terms and Conditions of Payment

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

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

Be Oakland Be Active Safe Routes to School Contract to OUSD

2015-2017

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



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

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
F	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: General Liability, Automobile Liability, and Directors and Officers Liability Insurance Policies shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

CERTIFICATE OF COVERAGE

Issue Date
6/22/2017

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

510-986-6750
www.keenan.com

LICENSE # 0451271

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

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

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

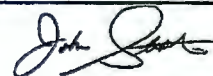
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	[] WC STATUTORY LIMITS [] OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
As respects to agreement # 900322 between the Alameda County Public Health Department and Oakland Unified School District for their annual nutrition services grant for the Nutrition Education Obesity Prevention Program and Coordination through the coverage expiration date.

CERTIFICATE HOLDER:
Alameda County Public Health Department
1000 Broadway
Oakland CA 94607

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.



John Stephens
AUTHORIZED REPRESENTATIVE

DISCLAIMER

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

ENDORSEMENT
ADDITIONAL COVERED PARTY

COVERED PARTY Oakland Unified School District	COVERAGE DOCUMENT NCR 01711-09	ADMINISTRATOR Keenan & Associates
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Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

Alameda County Public Health Department
1000 Broadway
Oakland CA 94607

As Respects:

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

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



Authorized Representative

Issue Date: 6/22/2017

Exhibit D

Audit Requirements

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

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

B. Funds from All Sources:

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

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

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

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT F

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

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

CONTRACTOR: Oakland Unified School District

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Board Office Use: Legislative File Info.	
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 Eduction 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 [Signature] _____
 Signature

Muntu Davis, MD, MPH
 Print or Type Name

Title Director, Public Health Date _____

CONTRACTOR

By [Signature] _____
 Signature

Kyla Johnson-Trammel
 Print or Type Name

Title Superintendent Date _____

By _____
 Signature

Print or Type Name _____

Title _____ Date _____

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

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

I. Program Name

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

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

Menu of options include:

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

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

B. Target Population

Contractor shall provide services to the following populations:

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

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

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

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

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

D. Minimum Staffing Requirements / Qualifications

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

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

IV. Contract Deliverables and Requirements

D. Process Measures

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

E. Outcome Measures

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

V. Reporting and Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

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

B. Other Requirements: N/A

VII. Entirety of Agreement

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

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

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

EXHIBIT B - TERMS OF PAYMENT

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

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

I. Budget

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

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

B. Budget Revision Procedures

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

C. Cost Settlement/Final Payment Provisions

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

D. Conditions of withholding payment: N/A

E. Definitions

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

III. Invoicing Procedures

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

IV. Funding and Requirements: N/A

V. Additional Terms and Conditions of Payment

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

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

Be Oakland Be Active Safe Routes to School Contract to OUSD

2015-2017

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



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

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS	
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage	
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage	
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease	
D	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence	
E	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises	
F	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: General Liability, Automobile Liability, and Directors and Officers Liability Insurance Policies shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 		

CERTIFICATE OF COVERAGE

Issue Date
6/22/2017

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

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.

510-986-6750
www.keenan.com

ENTITIES AFFORDING COVERAGE:

- ENTITY A: Northern California ReLIEF
- ENTITY B:
- ENTITY C:
- ENTITY D:
- ENTITY E:

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

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

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

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

CERTIFICATE HOLDER:

Alameda County Public Health Department
1000 Broadway
Oakland CA 94607

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.



John Stephens

AUTHORIZED REPRESENTATIVE

DISCLAIMER

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

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	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.



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).

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

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

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

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

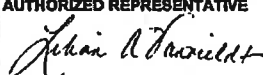
CERTIFICATE HOLDER Alameda County Public Health Department Attn: Dale Mural Program Specialist, Nutrition Services 1000 Broadway Oakland CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY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

Exhibit D

Audit Requirements

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

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

B. Funds from All Sources:

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

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

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

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. **AUDIT REPORTS**

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT F

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

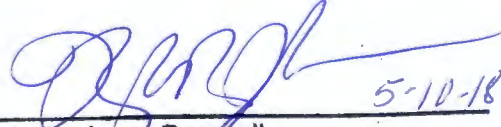
Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: Oakland Unified School District

PRINCIPAL:  TITLE: _____

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


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: _____

Board Office Use: Legislative File Info.	
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/department)

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	\$ _____

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 *Antwan Wilson*
 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

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

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>Safe Routes to School Wellness Champion Program: 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>Teacher Training Curriculum: 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>Walk to School Events: 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>The Walking School Bus Program: 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>Bike Mobile: Provide free bike repair via the bike mobile and technical assistance provided as needed.</p> <p>The Golden Sneaker Walking Encouragement Program: Provide the Golden Sneaker contest to up to 20 schools.</p> <p>Menu of services: 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>SR2S Coordinator: 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

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	July 1, 2015 – September 30, 2017
Type of Services	Safe Routes to School
Contract Number (PO #)	
Contract Amt/Max	\$399,313

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

I. Budget

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

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

B. Budget Revision Procedures

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

C. Cost Settlement/Final Payment Provisions

Payment of the final invoice will be contingent upon completion of Scope of Work and receipt of monthly reports. Final invoice must be submitted to the Director of Nutrition Services by 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
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"> 1. all County officers 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, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

CERTIFICATE OF COVERAGE

Issue Date
6/29/2015

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	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-07	7/1/2015 7/1/2016	\$ 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 0171-107	7/1/2015 7/1/2016	\$ 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 01711-07	7/1/2015 7/1/2016	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

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

As 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).

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

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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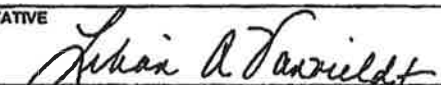
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG.		
	AUTOMOBILE LIABILITY EXCESS OF SIR <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"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE		
A	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y/N			WC2014EPP00296	07/01/15	07/01/16	X	WC STATU-TORY LIMITS OTH-ER	
B	ANY PROPRIETARY/PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> N (MANDATORY IN NH) IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW	N/A		NDE-0848943-15	07/01/15	07/01/18		E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
	OTHER								

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.

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