Board Office Use: Le	gislative File Info.
File ID Number	13-0411
Introduction Date	3/27/13
Enactment Number	13-0554
Enactment Date	3/27/13 0



Memo

To

Board of Ed

From

Tony Smith, Ph.D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date (To be completed by Procurement) Subject 3/27/13

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

Action Requested

Approval of Community Based Organization Master Contract between Oakland Unified School District and Alameda County Public Health Department. Services to be primarily provided by the Family, School, and Community Partnerships Department for the period of January 1, 2013 to August 31, 2013.

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

There is an academic link between student academic performance and health and wellness. Students who have access to drinking water and nourishing food will ultimately do better in school. Alameda County Public Health Department supports the health of youth in the County and therefore, is investing in the health of students at OUSD schools.

Discussion
One paragraph
summary of the
scope of work.

Approval by the Board of Education of a Community Based Organization Master Contract between the District and Alameda County Public Health Department, Oakland, CA, for the latter to provide water stations, water bottles and site wellness champions at 5 East Oakland schools. In addition, water awareness education will provided to all after school wellness learning community participants and all site wellness champions. Finally, support will be provided for parent and student engagement around the OUSD Wellness Policy revision and a summer wellness conference for the period of January 1, 2013 through August 31, 2013, in an amount not to exceed \$40,000.00.

Recommendation

Approval of Community Based Organization Master Contract between Oakland Unified School District and Alameda County Public Health Department. Services to be primarily provided by the Family, School, and Community Partnerships Department for the period of January 1, 2013 through August 31, 2013.

Fiscal Impact

Funding resource name (please spell out): $\underline{9206/Alameda\ County\ Public\ Health\ and\ Wellness}$ in an amount not to exceed $\underline{$40,000.00}$.

Attachments

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

COMMUNITY BASED ORGANIZATION Master Contract Exhibit A and B Coversheet

Dept Na	me: Publi	ic Health			Vendor	ID#:	32634		Board PO #	<i>t</i> :	
Bus Unit	: PHS	VC M	aster Contract	#: 90032	2 P	rocuren	nent Contra	.ct #:		Budget Year	: 12-13
Acct#	Fund #	Dept #		Subclass		roject /G	Frant #		int to be	Total Co	ntract Amount
	10000	250252	40394	#				Encu	\$40,000		\$40,000
610341	10000	350253	40394								
	Federal Fun	ds Waiver	r#:						Maximum:		\$40,000
Procure	ment Contract		Date: 10/01/1	10		_		-	ate: 09/30/1	3	
	of Funding:		01/01/13					To: 08/3	31/13		Contra a
	nent Contact:	Diane	Woloshin			Tele	phone:	510-595-	6458	QIC Code:	23805
_	tor / Contract-					_					
Project :	Name:	Oakla	nd Unified S	chool Dist	rict/Wate	er Cam	paign Ove	rsight		1	
Contrac	tor Address:	the state of the later of the l	rand Avenue,		ampus				-	91-2078	542
			nd, CA 9461)					-	1	
Remitta	nce Address:	Same							_		
				E#-	510-273	1501	E-mail(Si	ignatory):	michelle.o	ppen@ousd.k	12.ca.us
	tor Telephone		0-273-1676	_	510-27)-1301	E-mail(C			ppen@ousd.k	
	tor Contact Po		Michelle O	ppen	udin stad (Sahool F	_ `		micheile.c	pppenazoususk	12.ca.us
	et Service Cate		Program M	anager, Coo	ramateu .	SCHOOL II	icariii				
	ed Units of Se		N/A	DT/A							
	um Single Pay			N/A	Deve	Exhibi	4 D				
Method	l of Reimburs	ement (Inv	oicing Proced	iures):	Per	EXHIDI	L D				
Histor	y of Funding:		Original	A	Amendmer	nt #1	Amendi	ment #2	Amendm	ent #3	Amendment #4
Fundi	ng Level		\$40,000)							
Exhib	it #										
	nt of Encumbra	ince	\$40,000)							
File D											
	Item#										
Reaso											
									0		Foundation Grant
Fund	ding Source All	ocation:	Federal / CFI	DA#()		State		County		\$40,000
											\$40,000
agree	ment with all	Munt Prin	Signature tu Davis, M tor Type Name Director an	D			CC By	NTRAC	Anthon	Signature y Smith, Ph	Si note
_						5	Vak	ALIDA	F Educa	9	Trans Aura
_Da	ate					Day	via not	Board		Signature &	63Kerd Of
						Dre	esideliu		Print	or Type Name	Bos
						1,	Tit	tle		Da	te

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Public Health	
Contractor Name	Oakland Unified School District	(newspaper)
Contract Period	January 1, 2013 – August 31, 2013	
Type of Services	Coordinated School Health	
Contract Number (PO #)		

I. Program Name

Water Campaign Oversight

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

B. Target Population

Contractor shall provide services to the following populations:

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

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

- 1. Program Design See attached Scope of Work
- 2. Consumer/Client Flow: Not Applicable
- 3. Discharge Criteria and Process: Not Applicable
- 4. Hours of Operation: Not Applicable
- 5. Service Delivery Sites: See attached Scope of Work

D. Minimum Staffing Qualifications

Not applicable

IV. Contract Deliverables and Requirements

D. Process Measures

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

E. Outcome Measures

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

V. Reporting and Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

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

B. Other Requirements: N/A

VII. Entirety of Agreement

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

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

See attached Scope of Work.

Contractor:

Oakland Unified School District

Water Campaign Oversight Project

Contract Term: January 1, 2013 - August 31, 2013

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

File ID Number: 3-04//
Introduction Date: 3/27/13
Enactment Number: 13-0554

Enactment Date: 3/27/18

By: 22

Contractor: Oakland

Oakland Unified School District
Water Campaign Oversight Project

Water Campaign Oversight Project Contract Term: January 1, 2013 – August 31, 2013

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

(Revised 5/12)

EXHIBIT B - TERMS OF PAYMENT

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2012 – August 31, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	
Contract Amt/Max	\$40,000

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

I. Budget

Contractor shall use all payments solely in support of the program budget, set forth as follows:

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

The contract amount of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement.

B. Budget Revision Procedures

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

C. Cost Settlement/Final Payment Provisions

Payment of the final invoice will be contingent upon completion of Scope of Work and receipt of monthly reports. Final invoice must be submitted to the Director of Nutrition Services by September 30, 2013.

D. Conditions of withholding payment: N/A

E. Definitions

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

III. Invoicing Procedures

The county will pay contractor upon submission of completed and signed invoices detailing expenses incurred in accordance with the attached budget detail. Invoices are to be submitted quarterly and will be approved by the Director of Nutrition Services and certified by the Director of the Community Health Services Division. Payment under the terms of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement. Payment of quarterly invoices will be contingent upon receipt of a quarterly progress report describing activities performed and/or services provided during the invoice period.

IV. Funding and Reporting Requirements: N/A

V. Additional Terms and Conditions of Payment

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

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

OAKLAND UNIFIED SCHOOL DISTRICT WATER CAMPAIGN OVERSIGHT PROJECT BUDGET AND BUDGET JUSTIFICATION

CONTRACT TERM: JANUARY 1, 2013 TO AUGUST 31, 2013

	CATEGORY ITEM	BUDGET AMOUNT
A. PERS	SONNEL	
Non	ne l	0
	Total Salaries	0
Frin	ge Benefits @ 22%	0
	TOTAL PERSONNEL	0
B. OPE	RATING EXPENSES	
1.	Stipends for school site staff (teachers, nurses or other staff) to promote health and wellness at 5 school sites in East Oakland. Champions will also be trained to promote drinking	10,000
2.	water. Water Stations OUSD will purchase 2-3 Global Tap water stations for schools in East Oakland.	5,000
3.	Refillable Water Bottles OUSD will purchase 5,000 water bottles for students in East Oakland schools (\$3 per bottle).	15,000
4.	Parent and Youth Engagement around Wellness Policy Funds will be used for food (1,500) and materials (763) for 2-3 events in spring, 2013.	2,263
5.	Summer School Wellness & Water Conference Funds will be used for stipends to pay participants for their time (5,000) and food (1,000) for the conference.	6,00
	TOTAL OPERATING EXPENSES	38,26
C. Ind	lirect Costs (4.57% of Operating Expenses)	1,73
	TOTAL BUDGET	\$ 40.00

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
В	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
С	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:

- 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.
- 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:
 - 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:
 - Department/Agency issuing the contract
 - With a copy to Risk Management Unit (125 12th Street, 3rd Floor, Oakland, CA 94607)

Issue Date Northern California ReLiEF CERTIFICATE OF COVERAGE 11/8/2012 LICENSE # 0451271 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY ADMINISTRATOR: AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS Keenan & Associates CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE 1111 Broadway, Suite 2000 Oakland, CA 94607 AFFORDED BY THE COVERAGE DOCUMENTS BELOW. ENTITIES AFFORDING COVERAGE: 510-986-6750 www.keenan.com ENTITY A: Northern California ReLiEF COVERED PARTY: ENTITY B Oakland Unified School District ENTITY C: Star Insurance Company 1025 Second Street Oakland CA 94606 ENTITY D

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.

ENTITY E:

ENT TYPE OF COVERAGE		COVERAGE EFFECTIVE/ DOCUMENTS EXPIRATION DATE		MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY [NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
Α	AUTOMOBILE LIABILITY [\sqrt{ANY AUTO} [\sqrt{HRED AUTO} [\sqrt{NON-OWNED AUTO} [] GARAGE LIABILITY [\sqrt{AUTO PHYSICAL DAMAGE}	NCR 0171-104	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
Α	PROPERTY [✓ ALL RISK [✓ EXCLUDES EARTHQUAKE & FLOOD [] BUILDER'S RISK	NCR 01711-04	7/1/2012 7/1/2013	s 250,000	\$ 250,000,000 EACH OCCURRENCE
Α	STUDENT PROFESSIONAL LIABILITY	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	s Included EACH OCCURRENCE
	WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	s 1,000,000 E.L. EACH ACCIDENT
С	EXCESS WORKERS COMPENSATION [] EMPLOYERS' LIABILITY	WCE 0391883-12	7/1/2012 7/1/2013	\$ 350,000	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

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

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

Replaces certificate issued on 8/2/2012
Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

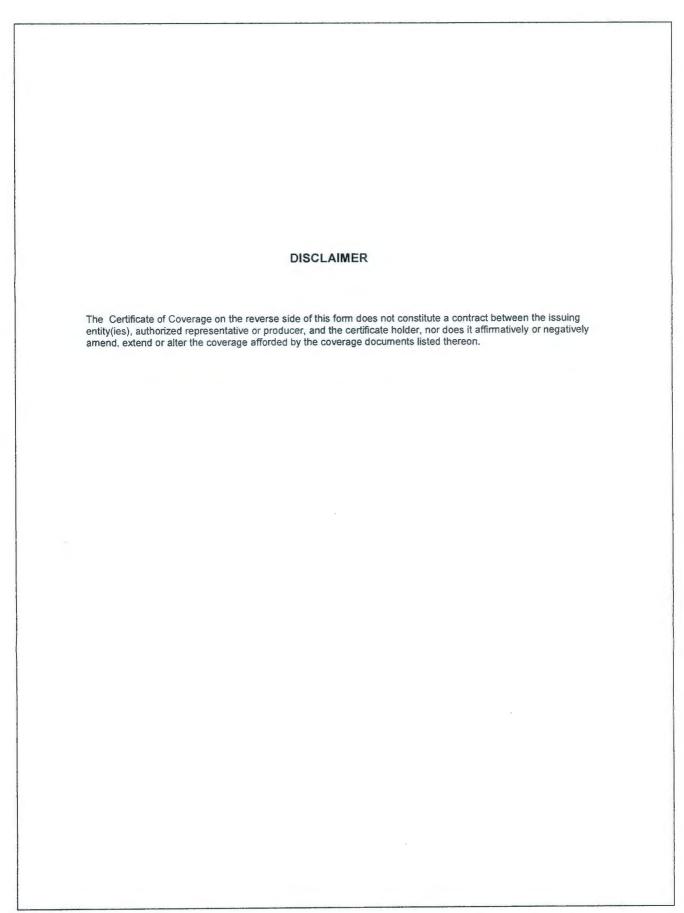
CERTIFICATE HOLDER:

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

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

Graham Grice

AUTHORIZED REPRESENTATIVE



ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-04	Keenan & Associates

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

Additional Covered Party:

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

As Respects:

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

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are included as an Additional Covered Party.

GDar S & Authorized Representative

Issue Date: 11/8/2012

EXHIBIT DAUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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

I. AUDIT REQUIREMENTS

- A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to §____. 210 of OMB Circular A-133 and which expend annual Federal awards of:
 - 1. \$500,000 or more must have a single audit in accordance with §___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §___.235 of OMB Circular A-133.
 - 2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §___.230 (b)(2) of OMB Circular A-133.
- B. Funds from All Sources: non-federal entities which receive annual funds through the County from <u>all</u> sources of:
 - 1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's <u>Government Auditing Standards</u> covering all County programs.
 - 2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
 - 3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

COMMUNITY BASED ORGANIZATION Moster Contract Exhibit A and B Coversheet

						22624	Board PO #	4.
Dept Nan	ne: Publi	ic Health			Vendor ID #:	32634		
Bus Unit:	PHS	VC Ma	ster Contract	#: 900322	Procuren	nent Contract #:		Budget Year: 12-13
Acct#	Fund #	Dept#	Program #	Subclass #	Project /C		mount to be noumbered	Total Contract Amount
610341	10000	350253	40394				\$40,000	\$40,0
	Federal Fun	da Waiyar	#.			Contr	act Maximum:	\$40,00
Duo ayman	rederal Fun nent Contract		Date: 10/01/1	10			e Date: 09/30/1	3
	f Funding:	_	01/01/13			To:	08/31/13	
	ent Contact:		Woloshin		Tele	phone: 510-5	95-6458	QIC Code: 23805
-	or / Contract-							
Project N		Oaklan	d Unified S	chool Distr	ct/Water Cam	paign Oversight		1
Contract	or Address:			Lakeview C	ampus			91-2078642
			d CA 94610	1				1
Remittar	nce Address:	Same						
		74.0	252 1/56	Eav #:	510-273-1501	E-mail(Signatory	michelle.o	ppen@ousd.k12.ca.us
	tor Telephone tor Contact Pe		-273-1676		310-273-1301	E-mail(Contact):		oppen@ousd.k12.ca.us
			Michelle O	ppen Coor	dinated School H	Tealth	michene.c	ppen a ousu. R12. casus
	t Service Cate	-	N/A	anager, Coor	dinated School 2			
	ed Units of Se			N/A				
	ım Single Pay				Per Exhibi	t B		
Method	of Reimburse	ement (invo	oncing Proced	iures).	TOT DAMES			
History	of Funding:		Original	Aı	mendment #1	Amendment #2	Amendm	ent #3 Amendment #4
Fundin	g Level		\$40,000)				
Exhibit	t#		040.000					
Amour	nt of Encumbra	nce	\$40,000	,				
File Da	ate							
File / I	tem#							
Reason	1							
		. [E 11 / CEE	NA # ()	State	County	Foundation G
Fund	ing Source Alle	ocation:	Federal / CFI)A# ()			\$40,000
agreer	gnatures belo nent with all p	provisions on NT Muntu	hat the attach of the Master Signature 1 Davis, M or Type Name	· Contract.		CONTRA	ACTOR	Signature y Smith, Ph.D or Type Name
Titl	e			d Health C	officer (akishid Super	intendent	Date Date
Dat	e				-/-	3KI GONTO		Signature
					did	onti	D-1-4	or Type Name
					Daysid	Title	Print	Date

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Public Health	
Contractor Name	Oakland Unified School District	
Contract Period	January 1, 2013 – August 31, 2013	
Type of Services	Coordinated School Health	
Contract Number (PO #)		

I. Program Name

Water Campaign Oversight

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

B. Target Population

Contractor shall provide services to the following populations:

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

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

- 1. Program Design See attached Scope of Work
- 2. Consumer/Client Flow: Not Applicable
- 3. Discharge Criteria and Process: Not Applicable
- 4. Hours of Operation: Not Applicable
- 5. Service Delivery Sites: See attached Scope of Work

D. Minimum Staffing Qualifications

Not applicable

IV. Contract Deliverables and Requirements

D. Process Measures

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

E. Outcome Measures

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

V. Reporting and Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

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

B. Other Requirements: N/A

VII. Entirety of Agreement

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

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

See attached Scope of Work.

Contractor:

Oakland Unified School District

Water Campaign Oversight Project

Contract Term: January 1, 2013 - August 31, 2013

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

File ID Number: 13-64/ Introduction Date: 3/27/ Enactment Number: 13-0

By: Date: 3/2

Contractor:

Oakland Unified School District

Water Campaign Oversight Project Contract Term: January 1, 2013 – August 31, 2013

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

(Revised 5/12)

EXHIBIT B - TERMS OF PAYMENT

Contracting Department	Public Health	
Contractor Name	Oakland Unified School District	
Contract Period	January 1, 2012 – August 31, 2013	
Type of Services	Coordinated School Health	
Contract Number (PO #)		
Contract Amt/Max	\$40,000	

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

I. Budget

Contractor shall use all payments solely in support of the program budget, set forth as follows:

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

The contract amount of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement.

B. Budget Revision Procedures

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

C. Cost Settlement/Final Payment Provisions

Payment of the final invoice will be contingent upon completion of Scope of Work and receipt of monthly reports. Final invoice must be submitted to the Director of Nutrition Services by September 30, 2013.

D. Conditions of withholding payment: N/A

E. Definitions

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

III. Invoicing Procedures

The county will pay contractor upon submission of completed and signed invoices detailing expenses incurred in accordance with the attached budget detail. Invoices are to be submitted quarterly and will be approved by the Director of Nutrition Services and certified by the Director of the Community Health Services Division. Payment under the terms of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement. Payment of quarterly invoices will be contingent upon receipt of a quarterly progress report describing activities performed and/or services provided during the invoice period.

IV. Funding and Reporting Requirements: N/A

V. Additional Terms and Conditions of Payment

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

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

OAKLAND UNIFIED SCHOOL DISTRICT WATER CAMPAIGN OVERSIGHT PROJECT BUDGET AND BUDGET JUSTIFICATION

CONTRACT TERM: JANUARY 1, 2013 TO AUGUST 31, 2013

	CATEGORY ITEM	BUDGET AMOUNT
A. PERS	ONNEL	
None		0
	Total Salaries	0
		0
Fring	ge Benefits @ 22%	
	TOTAL PERSONNEL	0
B. OPE	RATING EXPENSES	
1.	Site Wellness Champions Stipends for school site staff (teachers, nurses or other staff) to promote health and wellness at 5 school sites in East Oakland. Champions will also be trained to promote drinking	10,000
2.	water. Water Stations OUSD will purchase 2-3 Global Tap water stations for schools in East Oakland.	5,000
3.	Refillable Water Bottles OUSD will purchase 5,000 water bottles for students in East Oakland schools (\$3 per bottle).	15,000
4.	Parent and Youth Engagement around Wellness Policy Funds will be used for food (1,500) and materials (763) for 2-3 events in spring, 2013.	2,263
5.	Water Conference	6,000
	TOTAL OPERATING EXPENSES	38,263
C. Ind	lirect Costs (4.57% of Operating Expenses)	1,73
	TOTAL BUDGET	\$ 40.000

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:

900	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
В	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
С	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:

- 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.
- 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:
 - 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:
 - Department/Agency issuing the contract
 - With a copy to Risk Management Unit (125 12th Street, 3rd Floor, Oakland, CA 94607)

Northern California ReLiEF CERTIFICATE OF COVERAGE LICENSE # 0451271 ADMINISTRATOR:

Issue Date 11/8/2012

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

510-986-6750 www.keenan.com

COVERED PARTY: Oakland Unified School District 1025 Second Street Oakland CA 94606

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

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California ReLiEF

ENTITY B

ENTITY C: Star Insurance Company

ENTITY 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	TYPE OF COVERAGE COVERAGE DOCUMENTS EX		MEMBER RETAINED LIMIT / DEDUCTIBLE		LIMITS	
A	GENERAL LIABILITY [NCR 01711-04	7/1/2012 7/1/2013	\$	250,000	combined single limit each occurrence \$ 2,000,000	
A	AUTOMOBILE LIABILITY [NCR 0171-104	7/1/2012 7/1/2013	\$	250,000	COMBINED SINGLE LIMIT EACH OCCURRENCES 1,000,000	
Α	PROPERTY [✓ ALL RISK [✓ EXCLUDES EARTHQUAKE & FLOOD [] BUILDER'S RISK	NCR 01711-04	7/1/2012 7/1/2013	\$	250,000	\$ 250,000,000 EACH OCCURRENCE	
Α	STUDENT PROFESSIONAL LIABILITY	NCR 01711-04	7/1/2012 7/1/2013	\$	250,000	s Included EACH OCCURRENCE	
	WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$		[√]WC STATUTORY LIMITS [] OTHER \$ 1,000,000 E.L. EACH ACCIDENT	
С	EXCESS WORKERS COMPENSATION	WCE 0391883-12	7/1/2012 7/1/2013	s	350,000	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS	
	OTHER			\$			

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

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

Replaces certificate issued on 8/2/2012
Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

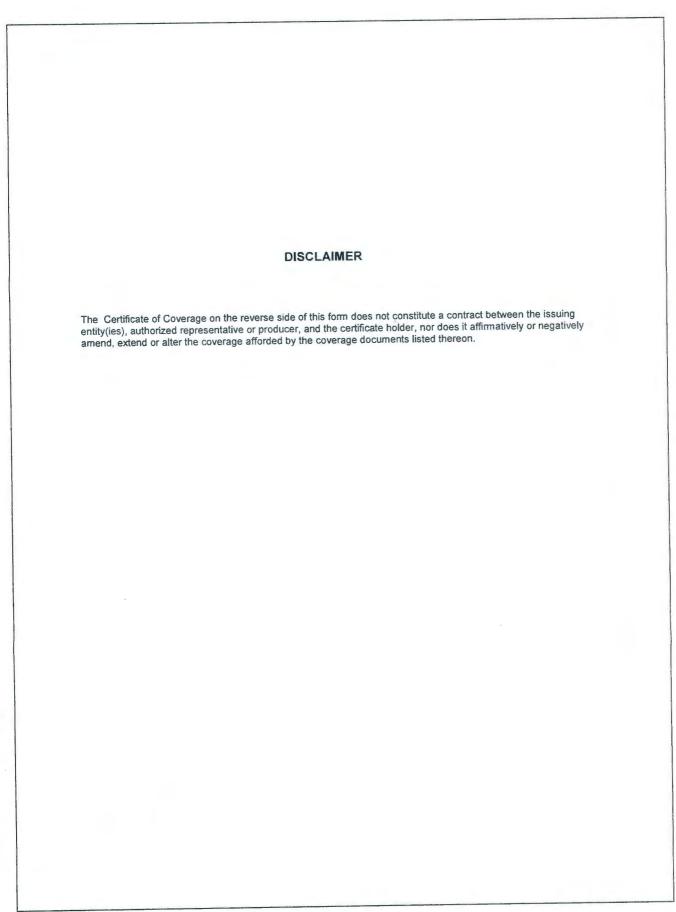
CERTIFICATE HOLDER:

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

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

Graham Grice

AUTHORIZED REPRESENTATIVE



ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY Oakland Unified School District	COVERAGE DOCUMENT NCR 01711-04	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 Nutrition Services 3600 Telegraph Ave., Suite B Oakland CA 94609

As Respects:

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

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are included as an Additional Covered Party.

GDOW S GDOWN Authorized Representative

Issue Date: 11/8/2012

EXHIBIT DAUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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

I. AUDIT REQUIREMENTS

- A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to \$____. 210 of OMB Circular A-133 and which expend annual Federal awards of:
 - 1. \$500,000 or more must have a single audit in accordance with §___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §___.235 of OMB Circular A-133.
 - 2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §___.230 (b)(2) of OMB Circular A-133.
- B. Funds from All Sources: non-federal entities which receive annual funds through the County from <u>all</u> sources of:
 - 1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's <u>Government Auditing Standards</u> covering all County programs.
 - 2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
 - 3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

COMMUNITY BASED ORGANIZATION Moster Contract Exhibit A and R Coversheet

No. of Man	Dubl	lic Health		Master (Contract Ex Vendor ID			Board PO #	‡ :	
ept Nan				#. 00033	Proci	rement Contr			Budget Yea	ar: 12-13
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Acct#	Fund #	Dept #	Program #	Subclass #	Projec	ct /Grant #		mbered		
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eriod o	f Funding:		01/01/13		,	Falambana:	510-595-		QIC Code	23805
Departm	ent Contact:	Diane V	Woloshin			Telephone:			Q10	
	or / Contract	- Oaklar	d Unified	School Dis	trict/Water C	ampaign Ov	ersight			
Project l	Name: or Address:	746 Gra	and Avenue,	Lakeview	Campus				1	
Jonuaci	or ridaress.		CA 9461					_	91-207	8642
Remitta	nce Address:	Same						-		
	T 1 1	510	-273-1676	Fax #:	510-273-15	01 E-mail(Signatory):	michelle.	oppen@ousd.	k12.ca.us
Contrac	tor Telephon tor Contact F	-		_	510 270 1		Contact):	michelle.	oppen@ousd.	k12.ca.us
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History	of Funding:		Original		Amendment #1	Amen	idment #2	Amendii	icii #3	7 Milenamente III
Fundir	ng Level		\$40,00	0						
Exhibi	t #		0.10.00	0						
Amou	nt of Encumbr	rance	\$40,00	0						
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EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2013 – August 31, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	

I. Program Name

Water Campaign Oversight

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

Contractor:

Oakland Unified School District

Water Campaign Oversight Project

Contract Term: January 1, 2013 - August 31, 2013

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

File ID Number: 13-01
Introduction Date: 3/2-Enactment Number: 13

Enactment Date: 5/71, By:

Contractor: **Oakland Unified School District**

Water Campaign Oversight Project Contract Term: January 1, 2013 – August 31, 2013

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

(Revised 5/12)

EXHIBIT B - TERMS OF PAYMENT

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2012 – August 31, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	
Contract Amt/Max	\$40,000

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

I. Budget

Contractor shall use all payments solely in support of the program budget, set forth as follows:

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

The contract amount of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement.

- **B.** Budget Revision Procedures
 - Budget revisions are to be made in writing with modified budget sheet submitted to the Nutrition Services Program Director for written approval before any modifications take effect.
- C. Cost Settlement/Final Payment Provisions Payment of the final invoice will be contingent upon completion of Scope of Work and receipt of monthly reports. Final invoice must be submitted to the Director of Nutrition Services by September 30, 2013.
- D. Conditions of withholding payment: N/A

E. Definitions

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

III. Invoicing Procedures

The county will pay contractor upon submission of completed and signed invoices detailing expenses incurred in accordance with the attached budget detail. Invoices are to be submitted quarterly and will be approved by the Director of Nutrition Services and certified by the Director of the Community Health Services Division. Payment under the terms of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement. Payment of quarterly invoices will be contingent upon receipt of a quarterly progress report describing activities performed and/or services provided during the invoice period.

IV. Funding and Reporting Requirements: N/A

V. Additional Terms and Conditions of Payment

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

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

OAKLAND UNIFIED SCHOOL DISTRICT WATER CAMPAIGN OVERSIGHT PROJECT BUDGET AND BUDGET JUSTIFICATION

CONTRACT TERM: JANUARY 1, 2013 TO AUGUST 31, 2013

CATEGORY ITEM	BUDGET AMOUNT
. PERSONNEL	
None	0
Total Salaries	О
Fringe Benefits @ 22%	0
TOTAL PERSONNEL	O
3. OPERATING EXPENSES	
 Site Wellness Champions Stipends for school site staff (teachers, nurses or other staff) to promote health and wellness at 5 school sites in East Oakland. Champions will also be trained to promote drinking 	10,000
water. 2. Water Stations OUSD will purchase 2-3 Global Tap water stations for schools in East Oakland.	5,000
3. Refillable Water Bottles OUSD will purchase 5,000 water bottles for students in East Oakland schools (\$3 per bottle).	15,000
4. Parent and Youth Engagement around Wellness Policy Funds will be used for food (1,500) and materials (763) for 2-3 events in spring, 2013.	2,26
5. <u>Summer School Wellness & Water Conference</u> Funds will be used for stipends to pay participants for their time (5,000) and food (1,000) for the conference.	6,00
TOTAL OPERATING EXPENSES	38,26
C. Indirect Costs (4.57% of Operating Expenses)	1,73
TOTAL BUDGET	\$ 40.00

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
В	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:

- 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.
- 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:
 - -- 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:
 - Department/Agency issuing the contract
 - With a copy to Risk Management Unit (125 12th Street, 3rd Floor, Oakland, CA 94607)

Northern California ReLiEF

510-986-6750 www.keenan.com

Oakland Unified School District

CERTIFICATE OF COVERAGE

Issue Date

11/8/2012

ADMINISTRATOR:

COVERED PARTY:

1025 Second Street Oakland CA 94606

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.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California ReLiEF

ENTITY B:

ENTITY C: Star Insurance Company

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			LIMITS
A	GENERAL LIABILITY [NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY [NCR 0171-104	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY [✓ ALL RISK [✓ EXCLUDES EARTHQUAKE & FLOOD [] BUILDER'S RISK	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	\$ 250,000,000 EACH OCCURRENCE
Α	STUDENT PROFESSIONAL LIABILITY	NCR 01711-04	7/1/2012 7/1/2013	s 250,000	s Included EACH OCCURRENCE
	WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			s	[√] WC STATUTORY LIMITS [] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
С	EXCESS WORKERS COMPENSATION	WCE 0391883-12	7/1/2012 7/1/2013	s 350,000	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

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

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

Replaces certificate issued on 8/2/2012

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

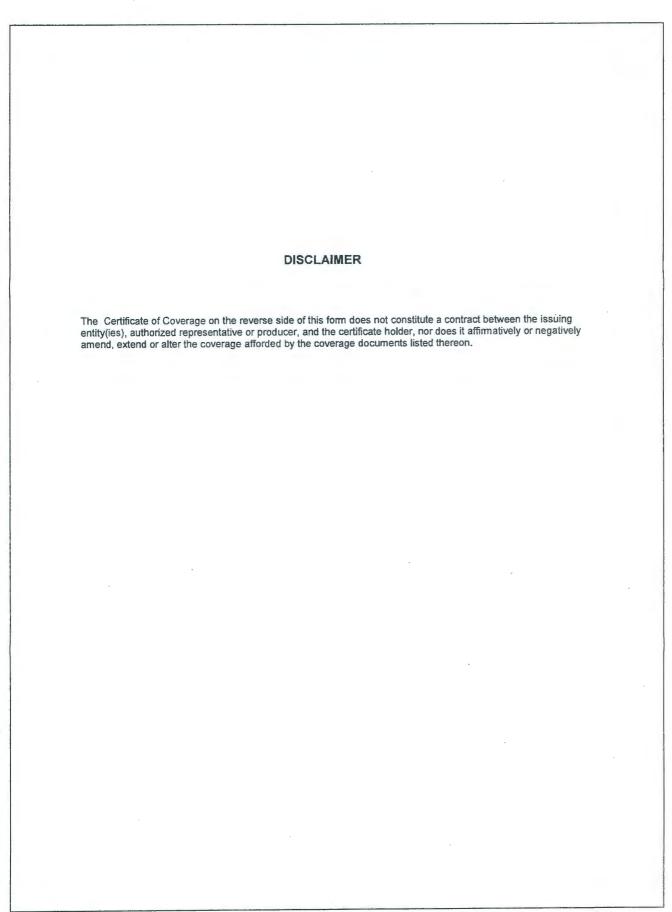
CERTIFICATE HOLDER:

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

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

Graham Grice

AUTHORIZED REPRESENTATIVE



ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-04	Keenan & Associates
·		

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

Additional Covered Party:

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

As Respects:

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

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are included as an Additional Covered Party.

Authorized Representative

GD 9 6

Issue Date: 11/8/2012

EXHIBIT DAUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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

I. AUDIT REQUIREMENTS

- A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to §____. 210 of OMB Circular A-133 and which expend annual Federal awards of:
 - 1. \$500,000 or more must have a single audit in accordance with \$___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with \$___.235 of OMB Circular A-133.
 - 2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §___.230 (b)(2) of OMB Circular A-133.
- B. Funds from All Sources: non-federal entities which receive annual funds through the County from <u>all</u> sources of:
 - 1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's <u>Government Auditing Standards</u> covering all County programs.
 - 2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
 - 3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

- 1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
- 2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
- 3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period.

 An exhibit number must be included when applicable.
- 4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

COMMUNITY BASED ORGANIZATION Master Contract Exhibit A and B Coversheet

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EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2013 – August 31, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	

I. Program Name

Water Campaign Oversight

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

B. Target Population

Contractor shall provide services to the following populations:

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

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

- 1. Program Design See attached Scope of Work
- 2. Consumer/Client Flow: Not Applicable
- 3. Discharge Criteria and Process: Not Applicable
- 4. Hours of Operation: Not Applicable
- 5. Service Delivery Sites: See attached Scope of Work

D. Minimum Staffing Qualifications

Not applicable

IV. Contract Deliverables and Requirements

D. Process Measures

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

E. Outcome Measures

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

V. Reporting and Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

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

B. Other Requirements: N/A

VII. Entirety of Agreement

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

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

See attached Scope of Work.

Contractor:

Oakland Unified School District

Water Campaign Oversight Project

Contract Term: January 1, 2013 - August 31, 2013

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

File ID Number: 13-00 Introduction Date: 3/27

Contractor: Oakland Unified School District

Water Campaign Oversight Project

Contract Term: January 1, 2013 – August 31, 2013

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

(Revised 5/12)

EXHIBIT B - TERMS OF PAYMENT

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2012 – August 31, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	
Contract Amt/Max	\$40,000

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

I. Budget

Contractor shall use all payments solely in support of the program budget, set forth as follows:

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

The contract amount of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement.

- B. Budget Revision Procedures
 - Budget revisions are to be made in writing with modified budget sheet submitted to the Nutrition Services Program Director for written approval before any modifications take effect.
- C. Cost Settlement/Final Payment Provisions

Payment of the final invoice will be contingent upon completion of Scope of Work and receipt of monthly reports. Final invoice must be submitted to the Director of Nutrition Services by September 30, 2013.

D. Conditions of withholding payment: N/A

E. Definitions

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

III. Invoicing Procedures

The county will pay contractor upon submission of completed and signed invoices detailing expenses incurred in accordance with the attached budget detail. Invoices are to be submitted quarterly and will be approved by the Director of Nutrition Services and certified by the Director of the Community Health Services Division. Payment under the terms of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement. Payment of quarterly invoices will be contingent upon receipt of a quarterly progress report describing activities performed and/or services provided during the invoice period.

IV. Funding and Reporting Requirements: N/A

V. Additional Terms and Conditions of Payment

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

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

OAKLAND UNIFIED SCHOOL DISTRICT WATER CAMPAIGN OVERSIGHT PROJECT **BUDGET AND BUDGET JUSTIFICATION**

CONTRACT TERM: JANUARY 1, 2013 TO AUGUST 31, 2013

CATEGORY ITEM	BUDGET AMOUNT
A. PERSONNEL	
None	0
Total Salaries	0
	0
Fringe Benefits @ 22%	
TOTAL PERSONNEL	0
B. OPERATING EXPENSES	
1. Site Wellness Champions Stipends for school site staff (teachers, nurses or other staff) to promote health and wellness at 5 school sites in East Oakland. Champions will also be trained to promote drinking	10,000
water. 2. Water Stations OUSD will purchase 2-3 Global Tap water stations for schools in East Oakland.	5,000
3. Refillable Water Bottles OUSD will purchase 5,000 water bottles for students in East Oakland schools (\$3 per bottle).	15,000
4. Parent and Youth Engagement around Wellness Policy Funds will be used for food (1,500) and materials (763) for 2- events in spring, 2013.	2,263
5. Summer School Wellness & Water Conference Funds will be used for stipends to pay participants for their time (5,000) and food (1,000) for the conference.	6,00
TOTAL OPERATING EXPENSES	38,26
C. Indirect Costs (4.57% of Operating Expenses)	1,73
TOTAL BUDGET	\$ 40,000

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:

1	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
В	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
С	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:

- 1. 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.
- 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.
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- 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:
 - 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:
 - Department/Agency issuing the contract
 - With a copy to Risk Management Unit (125 12th Street, 3rd Floor, Oakland, CA 94607)

Northern California ReLiEF

CERTIFICATE OF COVERAGE

Issue Date

11/8/2012

ADMINISTRATOR:

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

510-986-6750 www.keenan.com

COVERED PARTY: Oakland Unified School District 1025 Second Street Oakland CA 94606

LICENSE# 0451271

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

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California ReLiEF

ENTITY B

ENTITY C: Star Insurance Company

ENTITY D

ENTITY E:

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 [NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	combined single limit each occurrence \$ 2,000,000
A	AUTOMOBILE LIABILITY [NCR 0171-104	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY [✓ ALL RISK [✓] EXCLUDES EARTHQUAKE & FLOOD [] BUILDER'S RISK	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	\$ 250,000,000 EACH OCCURRENCE
Α	STUDENT PROFESSIONAL LIABILITY	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	s Included EACH OCCURRENCE
	WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			s	[V] WC STATUTORY LIMITS [] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
С	EXCESS WORKERS COMPENSATION	WCE 0391883-12	7/1/2012 7/1/2013	s 350,000	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

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

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

Replaces certificate issued on 8/2/2012 Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

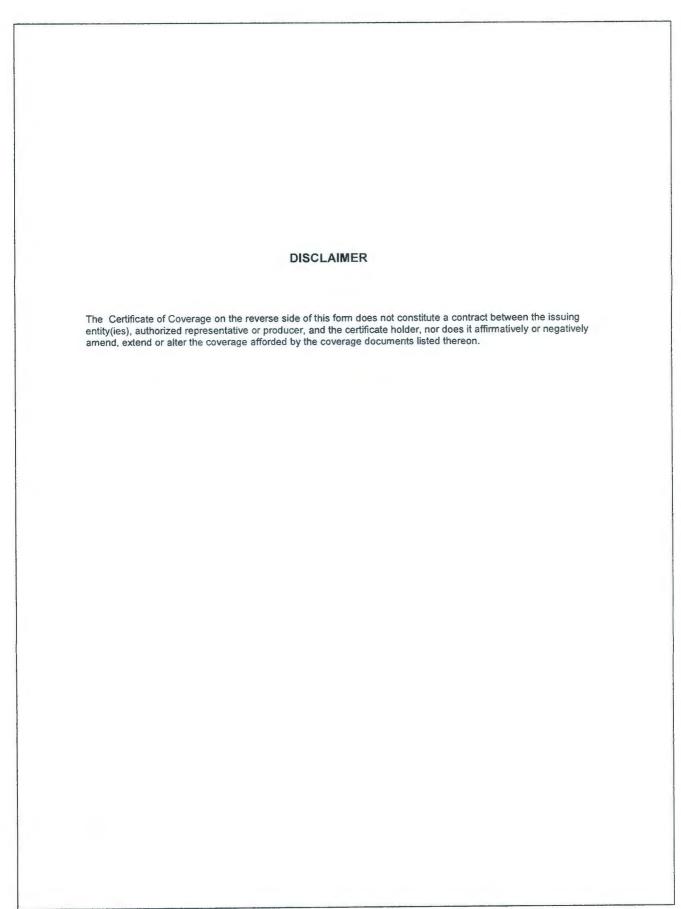
CERTIFICATE HOLDER:

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

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

Graham Grice

AUTHORIZED REPRESENTATIVE



ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY Oakland Unified School District	COVERAGE DOCUMENT NCR 01711-04	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 Nutrition Services 3600 Telegraph Ave., Suite B Oakland CA 94609

As Respects:

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

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are included as an Additional Covered Party.

GDar S & Authorized Representative

Issue Date: 11/8/2012

EXHIBIT DAUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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

I. AUDIT REQUIREMENTS

- A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to §____. 210 of OMB Circular A-133 and which expend annual Federal awards of:
 - 1. \$500,000 or more must have a single audit in accordance with \$___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with \$___.235 of OMB Circular A-133.
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- 1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
- 2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
- 3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
- 4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

COMMUNITY BASED ORGANIZATION Master Contract Exhibit A and B Coversheet

Dept Na	me: Publ	ic Health		Master	Vendor ID #:	32634		Board PO	#:	
Bus Unit	: PHS	VC Ma	ster Contrac	t#: 90032	Procure	ment Contra	act #:	-	Budget Y	Year: 12-13
Acct #	Fund #	Dept#	Program #	Subclass #	Project /	Grant #		unt to be umbered	Total	Contract Amount
610341	10000	350253	40394					\$40,000		\$40,000
										0.40.000
D	Federal Fun			0				Maximum:	2	\$40,000
	nent Contract	_	Date: 10/01/1 01/01/13	10			To: 08	oate: 09/30/1	3	
	f Funding:				Tal				OIC Co.	day 22005
•	ent Contact:	Diane	Woloshin			ephone:	510-595	-0458	QIC Cod	de: 23805
Contract Project N	or / Contract-	Oaklan	d Unified S	chool Dist	rict/Water Cam	naign Ove	rsight			
	or Address:		and Avenue,			pangir o re			1	
		Oakland	L, CA 94610					_	91-20	78642
Remittan	nce Address:	Same						_		
Contract	or Telephone:		-273-1676	Fav #:	510-273-1501	E-mail(Si	onatory):	michelle o	nnen@ous	d.k12.ca.us
	or Contact Per				310-273-1301	E-mail(Co	-			
		_	Michelle O		rdinated School F	_ `		michelle.o	ppen@ous	d.k12.ca.us
	Service Cates d Units of Ser	_	N/A	mager, Cool	I dillated School I	teaith				
	m Single Payn	_		N/A						
					Per Exhibit	+ D				
Menion	of Reimburser	nent (mvo	icing Frocedi		rei Exilibi	D				
History	of Funding:		Original	A	mendment #1	Amendr	nent #2	Amendmen	nt #3	Amendment #4
Funding	; Level		\$40,000							
Exhibit	#									
Amount	of Encumbrance	ce	\$40,000							
File Dat	e									
File / Ite	em #									
Reason										
Fundin	g Source Alloc	ation:	Federal / CFDA	.#()	State		County		Foundation Grant
										\$40,000
agreeme	natures below ent with all pro PARTMENT	Ovisions of				CO)	VIRACI	OR	mature	Contractor also signif
-			Type Name	-	-/	_		Print or	Type Name	1/3
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Date						CIEBLE.	70,		do	H. Guch
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					AVICA	ELLI		Print or	Type Name	
					Daresi	Title		10	D	ate

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2013 – August 31, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	

I. Program Name

Water Campaign Oversight

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

B. Target Population

Contractor shall provide services to the following populations:

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

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

- 1. Program Design See attached Scope of Work
- 2. Consumer/Client Flow: Not Applicable
- 3. Discharge Criteria and Process: Not Applicable
- 4. Hours of Operation: Not Applicable
- 5. Service Delivery Sites: See attached Scope of Work

D. Minimum Staffing Qualifications

Not applicable

IV. Contract Deliverables and Requirements

D. Process Measures

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

E. Outcome Measures

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

V. Reporting and Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

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

B. Other Requirements: N/A

VII. Entirety of Agreement

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

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

See attached Scope of Work.

Contractor: Oakland Unified School District

Water Campaign Oversight Project

Contract Term: January 1, 2013 – August 31, 2013

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

File ID Number: 13-04// Introduction Date: 3/27//3 Enactment Number: 13-3559

Enactment Date: 3

EXHIBIT A - SCOPE OF WORK

Contractor: **Oakland Unified School District**

Water Campaign Oversight Project Contract Term: January 1, 2013 – August 31, 2013

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

(Revised 5/12)

EXHIBIT B - TERMS OF PAYMENT

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2012 – August 31, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	
Contract Amt/Max	\$40,000

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

I. Budget

Contractor shall use all payments solely in support of the program budget, set forth as follows:

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

The contract amount of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement.

B. Budget Revision Procedures

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

C. Cost Settlement/Final Payment Provisions

Payment of the final invoice will be contingent upon completion of Scope of Work and receipt of monthly reports. Final invoice must be submitted to the Director of Nutrition Services by September 30, 2013.

D. Conditions of withholding payment: N/A

E. Definitions

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

III. Invoicing Procedures

The county will pay contractor upon submission of completed and signed invoices detailing expenses incurred in accordance with the attached budget detail. Invoices are to be submitted quarterly and will be approved by the Director of Nutrition Services and certified by the Director of the Community Health Services Division. Payment under the terms of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement. Payment of quarterly invoices will be contingent upon receipt of a quarterly progress report describing activities performed and/or services provided during the invoice period.

IV. Funding and Reporting Requirements: N/A

V. Additional Terms and Conditions of Payment

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

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

OAKLAND UNIFIED SCHOOL DISTRICT WATER CAMPAIGN OVERSIGHT PROJECT BUDGET AND BUDGET JUSTIFICATION

CONTRACT TERM: JANUARY 1, 2013 TO AUGUST 31, 2013

	CATEGORY ITEM	BUDGET AMOUNT
A. PER	RSONNEL	
No	ne	0
	Total Salaries	0
Frii	nge Benefits @ 22%	0
	TOTAL PERSONNEL	0
B. OPE	ERATING EXPENSES	
1.	Stipends for school site staff (teachers, nurses or other staff) to promote health and wellness at 5 school sites in East Oakland. Champions will also be trained to promote drinking	10,000
2.	water. Water Stations OUSD will purchase 2-3 Global Tap water stations for schools in East Oakland.	5,000
3.	Refillable Water Bottles OUSD will purchase 5,000 water bottles for students in East Oakland schools (\$3 per bottle).	15,000
4.	Parent and Youth Engagement around Wellness Policy Funds will be used for food (1,500) and materials (763) for 2-3 events in spring, 2013.	2,263
5.	Summer School Wellness & Water Conference Funds will be used for stipends to pay participants for their time (5,000) and food (1,000) for the conference.	6,000
	TOTAL OPERATING EXPENSES	38,263
C. Ind	lirect Costs (4.57% of Operating Expenses)	1,737
	TOTAL BUDGET	\$ 40.000

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
В	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
С	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:

- 1. 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.
- 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:
 - 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:
 - Department/Agency issuing the contract
 - With a copy to Risk Management Unit (125 12th Street, 3rd Floor, Oakland, CA 94607)

Northern California ReLiEF

CERTIFICATE OF COVERAGE

LICENSE # 0451271

Issue Date

11/8/2012

ADMINISTRATOR:

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

510-986-6750 www.keenan.com

COVERED PARTY: Oakland Unified School District 1025 Second Street Oakland CA 94606

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

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California ReLiEF

ENTITY B:

ENTITY C: Star Insurance Company

ENTITY 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	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LII / DEDUCTIB	MIT
Α	GENERAL LIABILITY [NCR 01711-04	7/1/2012 7/1/2013	\$ 250,0	combined single limit each occurrence \$ 2,000,000
A	AUTOMOBILE LIABILITY [VANY AUTO [V HIRED AUTO [NON-OWNED AUTO [GARAGE LIABILITY [V AUTO PHYSICAL DAMAGE	NCR 0171-104	7/1/2012 7/1/2013	\$ 250,0	combined single limit each occurrence s 1,000,000
A	PROPERTY [✓ ALL RISK [✓ EXCLUDES EARTHQUAKE & FLOOD [] BUILDER'S RISK	NCR 01711-04	7/1/2012 7/1/2013	s 250,0	000 \$ 250,000,000 EACH OCCURRENCE
Α	STUDENT PROFESSIONAL LIABILITY	NCR 01711-04	7/1/2012 7/1/2013	s 250,0	3 Included EACH OCCURRENCE
	WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	[√] WC STATUTORY LIMITS [] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
С	EXCESS WORKERS COMPENSATION	WCE 0391883-12 ·	7/1/2012 7/1/2013	s 350,6	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

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Graham Grice

AUTHORIZED REPRESENTATIVE

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

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-04	Keenan & Associates

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Authorized Representative

Gran S B

Issue Date: 11/8/2012

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

COMMUNITY BASED ORGANIZATION Master Contract Exhibit A and B Coversheet

Dept Nar	me: Public	Health			Vendor ID #:	32634	Board PO	#:	
Bus Unit	PHSV	C Mas	ster Contract	t#: 900322	Procure	ment Contra	ct #:	Budget Year	r: 12-13
Acct #	Fund#	Dept #	Program #	Subclass	Project /	Grant #	Amount to be	Total Co	entract Amount
610341	10000	350253	40394	#			Encumbered \$40,000		\$40,000
	Federal Funds						Contract Maximum:		\$40,000
	nent Contract	Begin Da	ate: 10/01/1	0			Expire Date: 09/30/1	3	
	Funding:				m 1	1	To: 08/31/13		744.6
	ent Contact: or / Contract-	Diane W	olosnin		I ele	ephone:	510-595-6458	QIC Code:	23805
Project N		Oakland	Unified S	chool Distri	ct/Water Cam	paign Overs	sight		
	or Address:			Lakeview Ca				1	
		Oakland	CA 94610					91-20786	42
Remittan	ce Address:	Same							
	or Telephone:		273-1676	Fax #: _ 5	510-273-1501	E-mail(Sig		ppen@ousd.k1	2.ca.us
	or Contact Person		Michelle Op			E-mail(Con	ntact): <u>michelle.o</u>	ppen@ousd.k1	2.ca.us
	Service Catego			nager, Coord	inated School H	lealth			
	d Units of Servi		V/A						
	n Single Payme		-	N/A					
Method o	of Reimburseme	ent (Invoic	ing Procedu	res):	Per Exhibit	В			
History o	of Funding:		Original	Am	endment #1	A man dana	-+ #3 A	-4.412	A 1 4 !/4
mistory o	n runding.		Original	Am	endment #1	Amendme	nt #2 Amendmer	nt #3	Amendment #4
Funding	Level		\$40,000						
Exhibit #									_
	of Encumbrance		\$40,000						
File Date									
File / Iter									
Reason	11 11					-			
reason									
Funding	Source Allocati	on: Fee	deral / CFDA	#()		State	County		Foundation Grant
			_			-			\$40,000
									\$10,000
					and B have bee	en reviewed,	negotiated and finaliz	ed. The Cont	ractor also signifies
	nt with all prov	isions of the	he Master C	ontract.		۸			
<u>DEP</u>	ARTMENT					CON	TRACTOR		
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Title	Inte	rim Dire	ector and I	Health Off	icer /	Fiftle Su	Anthony Sperinted and Print or The Print or	6Date	No.
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				•	Darelder	2851 - 4	Print or T	Type Name	
					DLR.	litle		Date	

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2013 – August 31, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	

I. Program Name

Water Campaign Oversight

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

B. Target Population

Contractor shall provide services to the following populations:

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

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

- 1. Program Design See attached Scope of Work
- 2. Consumer/Client Flow: Not Applicable
- 3. Discharge Criteria and Process: Not Applicable
- 4. Hours of Operation: Not Applicable
- 5. Service Delivery Sites: See attached Scope of Work

D. Minimum Staffing Qualifications

Not applicable

IV. Contract Deliverables and Requirements

D. Process Measures

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

E. Outcome Measures

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

V. Reporting and Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

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

B. Other Requirements: N/A

VII. Entirety of Agreement

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

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

See attached Scope of Work.

Contractor: **Oakland Unified School District**

Water Campaign Oversight Project

Contract Term: January 1, 2013 - August 31, 2013

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

File ID Number: 13-0

Introduction Date: Enactment Number: 13

Enactment Date:

EXHIBIT A - SCOPE OF WORK

Contractor: Oakland Unified School District

Water Campaign Oversight Project

Contract Term: January 1, 2013 – August 31, 2013

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

(Revised 5/12)

EXHIBIT B - TERMS OF PAYMENT

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2012 – August 31, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	
Contract Amt/Max	\$40,000

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

I. Budget

Contractor shall use all payments solely in support of the program budget, set forth as follows:

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

The contract amount of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement.

B. Budget Revision Procedures

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

C. Cost Settlement/Final Payment Provisions

Payment of the final invoice will be contingent upon completion of Scope of Work and receipt of monthly reports. Final invoice must be submitted to the Director of Nutrition Services by September 30, 2013.

D. Conditions of withholding payment: N/A

E. Definitions

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

III. Invoicing Procedures

The county will pay contractor upon submission of completed and signed invoices detailing expenses incurred in accordance with the attached budget detail. Invoices are to be submitted quarterly and will be approved by the Director of Nutrition Services and certified by the Director of the Community Health Services Division. Payment under the terms of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement. Payment of quarterly invoices will be contingent upon receipt of a quarterly progress report describing activities performed and/or services provided during the invoice period.

IV. Funding and Reporting Requirements: N/A

V. Additional Terms and Conditions of Payment

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

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

OAKLAND UNIFIED SCHOOL DISTRICT WATER CAMPAIGN OVERSIGHT PROJECT BUDGET AND BUDGET JUSTIFICATION

CONTRACT TERM: JANUARY 1, 2013 TO AUGUST 31, 2013

CATEGORY ITEM	BUDGET AMOUNT
A. <u>PERSONNEL</u>	
None	0
Total Salaries	0
Fringe Benefits @ 22%	C
TOTAL PERSONNEL	C
B. OPERATING EXPENSES	
1. Site Wellness Champions Stipends for school site staff (teachers, nurse to promote health and wellness at 5 school so Oakland. Champions will also be trained to promote the staff of the school sc	sites in East
water. 2. Water Stations OUSD will purchase 2-3 Global Tap water st in East Oakland.	5,000 ations for schools
3. Refillable Water Bottles OUSD will purchase 5,000 water bottles for s Oakland schools (\$3 per bottle).	15,000 students in East
4. Parent and Youth Engagement around We Funds will be used for food (1,500) and mate events in spring, 2013.	ellness Policy erials (763) for 2-3
5. Summer School Wellness & Water Conference Funds will be used for stipends to pay partice time (5,000) and food (1,000) for the conference	ipants for their
TOTAL OPERATING EXPENSES	38,26
C. Indirect Costs (4.57% of Operating Expenses)	1,73
TOTAL BUDGET	\$ 40.000

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
Α	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
В	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
С	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:

- 1. 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.
- 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:
 - 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:
 - Department/Agency issuing the contract
 - With a copy to Risk Management Unit (125 12th Street, 3rd Floor, Oakland, CA 94607)

Northern California ReLiEF

CERTIFICATE OF COVERAGE

Issue Date

11/8/2012

ADMINISTRATOR:

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

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

COVERED PARTY:

Oakland Unified School District 1025 Second Street Oakland CA 94606

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California ReLiEF

ENTITY B

ENTITY C: Star Insurance Company

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 [/ GENERAL LIABILITY [NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
Α	AUTOMOBILE LIABILITY [\sqrt{ANY AUTO} [\sqrt{NHRED AUTO} [\sqrt{NON-OWNED AUTO} [] GARAGE LIABILITY [\sqrt{AUTO PHYSICAL DAMAGE}	NCR 0171-104	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
Α	PROPERTY [\sqrt{ALL RISK} [\sqrt{EXCLUDES EARTHQUAKE & FLOOD} [] BUILDER'S RISK	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	\$ 250,000,000 EACH OCCURRENCE
Α	STUDENT PROFESSIONAL LIABILITY	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	s Included EACH OCCURRENCE
	WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	[√] WC STATUTORY LIMITS [] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
С	EXCESS WORKERS COMPENSATION	WCE 0391883-12 -	7/1/2012 7/1/2013	s 350,000	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

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

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

Replaces certificate issued on 8/2/2012

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

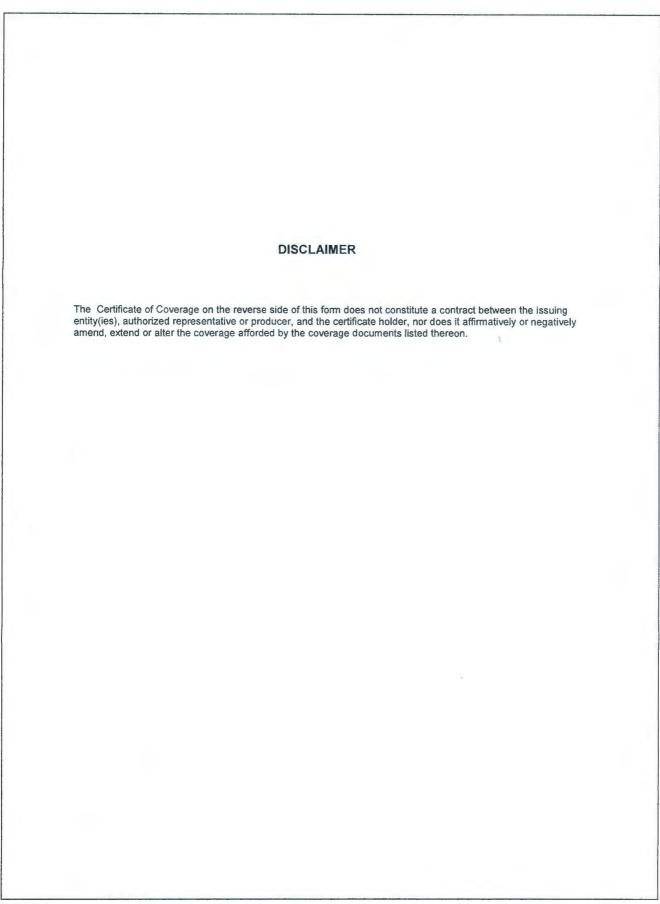
CERTIFICATE HOLDER:

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

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

Graham Grice

AUTHORIZED REPRESENTATIVE



ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY Oakland Unified School District	COVERAGE DOCUMENT NCR 01711-04	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 Nutrition Services 3600 Telegraph Ave., Suite B Oakland CA 94609

As Respects:

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

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are included as an Additional Covered Party.

Grand Barrasantative

Authorized Representative

Issue Date: 11/8/2012

EXHIBIT DAUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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

I. AUDIT REQUIREMENTS

- A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to §____. 210 of OMB Circular A-133 and which expend annual Federal awards of:
 - 1. \$500,000 or more must have a single audit in accordance with §____.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § .235 of OMB Circular A-133.
 - 2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § .230 (b)(2) of OMB Circular A-133.
- B. Funds from All Sources: non-federal entities which receive annual funds through the County from <u>all</u> sources of:
 - 1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's <u>Government Auditing Standards</u> covering all County programs.
 - 2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
 - 3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

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

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

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

COMMUNITY BASED ORGANIZATION Master Contract Exhibit A and B Coversheet

Dept Nar	me: Publi	c Healt			Vendor ID #:	32634		Board PO	# :	
Bus Unit	PHS	VC I	Master Contract #:	900322	Procure	ment Contra	act #:		Budget '	Year: 12-13
Acct#	Fund #	Dept	# Program S	ubclass #	Project /	Grant #		unt to be umbered	Tota	l Contract Amount
10341	10000	35025	3 40394	-				\$40,000		\$40,000
# A A I I # A **	Federal Fund ment Contract		er #: n Date: 10/01/10					Maximum: ate: 09/30/1	2	\$40,000
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Cilitati	ice Address.	Jame						_	=	
Contracte	or Telephone:	5	10-273-1676	Fax #: 51	10-273-1501	E-mail(Si	gnatory):	michelle.oj	ppen@ous	sd.k12.ca.us
	or Contact Per	son:	Michelle Oppe			E-mail(Co	ontact):	michelle.or	nnen@ous	sd.k12.ca.us
Contract	Service Categ	ory:	Program Manag		nated School H	ealth		intenencio	S DOTT (M.) OUT	West A property of
stimate	d Units of Ser	vice:	N/A							
l aximu	m Single Paym	nent & E	Exceptions:	N/A						
/lethod o	of Reimbursen	nent (In	voicing Procedures	s):	Per Exhibit	В				
History (of Funding:		Original	Ame	ndment #1	Amendm	nent #2	Amendmen	nt #3	Amendment #4
Funding	Level		\$40,000							0.31.00
Exhibit #	#									
Amount	of Encumbranc	e	\$40,000							
File Date	e									
File / Ite	em #									
Reason				1						
Fundin	g Source Alloca	ation.	Federal / CFDA#()		State		County	1	Foundation Grant
T GITGIT	ig Source i mock									\$40,000
agreeme	ent with all pro	Munt Print	that the attached E of the Master Com Signature u Davis, MD or Type Name Director and He	tract.		Title	VIRACI	OR	Smith, F Type Name	Ph.D
					00	id tok	adio,	Sig Print or	Type Name	ate

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2013 – August 31, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	

I. Program Name

Water Campaign Oversight

II. Contracted Services

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

III. Program Information and Requirements

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Contractor shall provide services to accomplish the following goals:

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

B. Target Population

Contractor shall provide services to the following populations:

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

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

- 1. Program Design See attached Scope of Work
- 2. Consumer/Client Flow: Not Applicable
- 3. Discharge Criteria and Process: Not Applicable
- **4. Hours of Operation**: Not Applicable
- 5. Service Delivery Sites: See attached Scope of Work

D. Minimum Staffing Qualifications

Not applicable

IV. Contract Deliverables and Requirements

D. Process Measures

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

E. Outcome Measures

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

V. Reporting and Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

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

B. Other Requirements: N/A

VII. Entirety of Agreement

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

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

See attached Scope of Work.

Contractor:

Oakland Unified School District

Water Campaign Oversight Project Contract Term: January 1, 2013 – August 31, 2013

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

File ID Number: 13-04// Introduction Date: 5/27//
Freetment Number: 13-05.

Contractor: **Oakland Unified School District**

Water Campaign Oversight Project Contract Term: January 1, 2013 – August 31, 2013

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

(Revised 5/12)

EXHIBIT B - TERMS OF PAYMENT

Contracting Department	Public Health				
Contractor Name	Oakland Unified School District				
Contract Period	January 1, 2012 – August 31, 2013				
Type of Services	Coordinated School Health				
Contract Number (PO #)					
Contract Amt/Max	\$40,000				

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

I. Budget

Contractor shall use all payments solely in support of the program budget, set forth as follows:

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

The contract amount of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement.

B. Budget Revision Procedures

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

C. Cost Settlement/Final Payment Provisions

Payment of the final invoice will be contingent upon completion of Scope of Work and receipt of monthly reports. Final invoice must be submitted to the Director of Nutrition Services by September 30, 2013.

D. Conditions of withholding payment: N/A

E. Definitions

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

III. Invoicing Procedures

The county will pay contractor upon submission of completed and signed invoices detailing expenses incurred in accordance with the attached budget detail. Invoices are to be submitted quarterly and will be approved by the Director of Nutrition Services and certified by the Director of the Community Health Services Division. Payment under the terms of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement. Payment of quarterly invoices will be contingent upon receipt of a quarterly progress report describing activities performed and/or services provided during the invoice period.

IV. Funding and Reporting Requirements: N/A

V. Additional Terms and Conditions of Payment

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

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

OAKLAND UNIFIED SCHOOL DISTRICT WATER CAMPAIGN OVERSIGHT PROJECT BUDGET AND BUDGET JUSTIFICATION

CONTRACT TERM: JANUARY 1, 2013 TO AUGUST 31, 2013

	CATEGORY ITEM	BUDGET AMOUNT
A. <u>PERSO</u>	NNEL	
None		0
To	otal Salaries	0
Fringe	Benefits @ 22%	0
	TOTAL PERSONNEL	0
B. OPERA	ATING EXPENSES	
St to O:	te Wellness Champions ipends for school site staff (teachers, nurses or other staff) promote health and wellness at 5 school sites in East akland. Champions will also be trained to promote drinking	10,000
2. <u>W</u>	ater. Vater Stations USD will purchase 2-3 Global Tap water stations for schools East Oakland.	5,000
ō	efillable Water Bottles USD will purchase 5,000 water bottles for students in East akland schools (\$3 per bottle).	15,000
F	arent and Youth Engagement around Wellness Policy unds will be used for food (1,500) and materials (763) for 2-3 vents in spring, 2013.	2,263
F	ummer School Wellness & Water Conference unds will be used for stipends to pay participants for their me (5,000) and food (1,000) for the conference.	6,000
	TOTAL OPERATING EXPENSES	38,263
C. Indired	ct Costs (4.57% of Operating Expenses)	1,73
	TOTAL BUDGET	<u>\$ 40.000</u>

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
В	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
С	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:

- 1. **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.
- 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:
 - 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:
 - Department/Agency issuing the contract
 - With a copy to Risk Management Unit (125 12th Street, 3rd Floor, Oakland, CA 94607)

Northern California ReLiEF

CERTIFICATE OF COVERAGE

LICENSE# 0451271

Issue Date

11/8/2012

ADMINISTRATOR:

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

510-986-6750 www.keenan.com

COVERED PARTY: Oakland Unified School District 1025 Second Street Oakland CA 94606

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 C: Star Insurance Company

ENTITY D

ENTITY F

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	
	GENERAL LIABILITY {	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000	
Α	AUTOMOBILE LIABILITY [\sqrt{ANY AUTO} [\sqrt{HIRED AUTO} [\sqrt{NON-OWNED AUTO} [] GARAGE LIABILITY [\sqrt{AUTO PHYSICAL DAMAGE}	NCR 0171-104	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000	
Α	PROPERTY [NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	\$ 250,000,000 EACH OCCURRENCE	
Α	STUDENT PROFESSIONAL LIABILITY	NCR 01711-04	7/1/2012 7/1/2013	s 250,000	s Included EACH OCCURRENCE	
	WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	[] WC STATUTORY LIMITS [] OTHER \$ 1,000,000 E.L. EACH ACCIDENT	
С	EXCESS WORKERS COMPENSATION [V] EMPLOYERS' LIABILITY	WCE 0391883-12	7/1/2012 7/1/2013	s 350,000	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS	
	OTHER			\$		

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

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

Replaces certificate issued on 8/2/2012

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

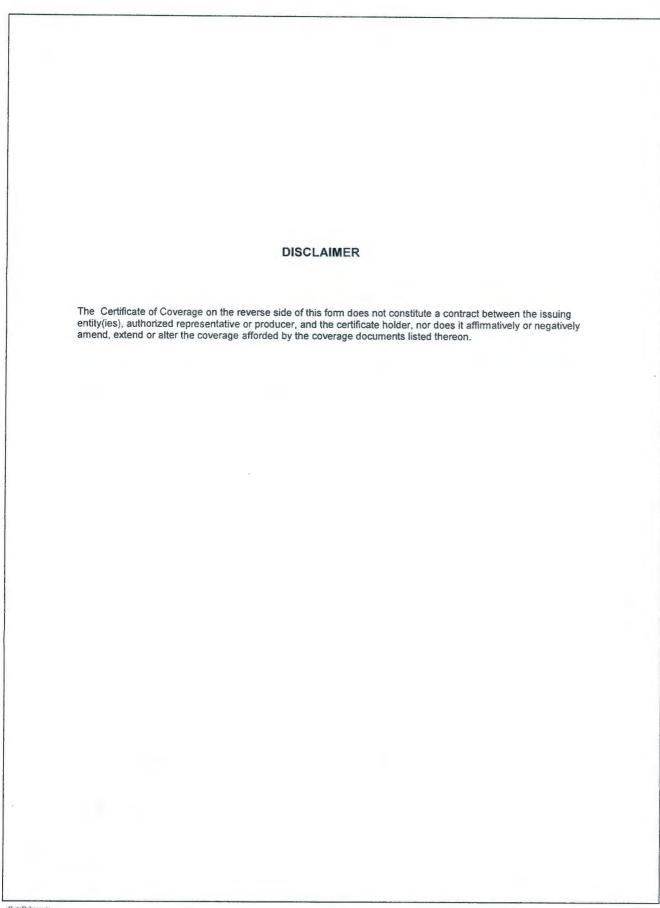
CERTIFICATE HOLDER:

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

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

Graham Grice

AUTHORIZED REPRESENTATIVE



ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-04	Keenan & Associates

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

Additional Covered Party:

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

As Respects:

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

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are included as an Additional Covered Party.

Authorized Representative

Gwar 3 B

Issue Date: 11/8/2012

EXHIBIT DAUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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

I. AUDIT REQUIREMENTS

- A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to §____. 210 of OMB Circular A-133 and which expend annual Federal awards of:
 - 1. \$500,000 or more must have a single audit in accordance with §___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § .235 of OMB Circular A-133.
 - 2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §___.230 (b)(2) of OMB Circular A-133.
- B. Funds from All Sources: non-federal entities which receive annual funds through the County from $\underline{\text{all}}$ sources of:
 - 1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's <u>Government Auditing Standards</u> covering all County programs.
 - 2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
 - 3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

COMMUNITY BASED ORGANIZATION Master Contract Exhibit A and B Coversheet

		V TF 1/1		Master C	ontract Ex	hibit A and 32634		Board PO #	<u>.</u>	
ept Nan	ne: Publ	lic Health							Budget Year	r: 12-13
us Unit:	PHS	VC Ma	aster Contract	#: 900322	Procu	rement Contra				
Acct#	Fund #	Dept #	Program	Subclass	Projec	t/Grant#		ant to be mbered	Total Co	entract Amount
	10000	250253	40394	#			Lilea	\$40,000		\$40,000
10341	10000	350253	40394							
-	Federal Fur	nds Waiver	·#:					Maximum:		\$40,000
rocuren	nent Contract		Date: 10/01/1	0				ate: 09/30/1	3	
eriod of	f Funding:	From:	01/01/13				To: 08/		OIC Code	23805
Departm	ent Contact:	Diane	Woloshin		T	Telephone:	510-595-	-6458	QIC Code:	23805
	or / Contract		1.00		· . / / / /	amnaign Ovo	reight			
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Contro	tor Telephon	e: 51	0-273-1676	Fax #:	510-273-150	01 E-mail(S	ignatory):	michelle.c	ppen@ousd.k	x12.ca.us
	tor Contact P		Michelle O			E-mail(C	Contact):	michelle.	ppen@ousd.l	(12.ca.us
	t Service Cat		Program Ma	anager, Cool	dinated Scho	ol Health				
	ed Units of S		N/A							
	ım Single Pa		xceptions:	N/A						
Method	of Reimburs	sement (Inv	oicing Proceed	lures):	Per Exh	ibit B				
IVIÇUIOU	01 11011110					T		Amendm	ent #3	Amendment #4
History	of Funding:		Original	A	mendment #1	Amend	ment #2	Amendin	ÇIII #3	7 1111
Fundin	ig Level		\$40,000)						
Exhibit	t #									
	nt of Encumbr	ance	\$40,000)						
File Da										
File / 1										
Reason										
					T	Ctata		County		Foundation Grant
Fund	ling Source Al	location:	Federal / CFI)A#()	State				\$40,000
Fund The si	ling Source Al	ow signify provisions NT	Federal / CFE that the attack of the Master Signature tu Davis, M	ned Exhibits r Contract.	A and B have	State ve been review CO By	ONTRAC	Anthon	lized. The C	\$40,0 ontractor a
			tu Davis, ML t or Type Name	<i>U</i>		/-		Print	SType Name	d
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EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2013 – August 31, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	

I. Program Name

Water Campaign Oversight

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

B. Target Population

Contractor shall provide services to the following populations:

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

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

- 1. Program Design See attached Scope of Work
- 2. Consumer/Client Flow: Not Applicable
- 3. Discharge Criteria and Process: Not Applicable
- 4. Hours of Operation: Not Applicable
- 5. Service Delivery Sites: See attached Scope of Work

D. Minimum Staffing Qualifications

Not applicable

IV. Contract Deliverables and Requirements

D. Process Measures

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

E. Outcome Measures

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

V. Reporting and Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

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

B. Other Requirements: N/A

VII. Entirety of Agreement

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

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

See attached Scope of Work.

Contractor:

Oakland Unified School District

Water Campaign Oversight Project

Contract Term: January 1, 2013 – August 31, 2013

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

File ID Number: 13-04//
Introduction Date: 3/27//3
Enactment Number: 13-055

Contractor:

Oakland Unified School District

Water Campaign Oversight Project Contract Term: January 1, 2013 – August 31, 2013

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

(Revised 5/12)

EXHIBIT B - TERMS OF PAYMENT

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2012 – August 31, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	
Contract Amt/Max	\$40,000

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

I. Budget

Contractor shall use all payments solely in support of the program budget, set forth as follows:

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

The contract amount of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement.

B. Budget Revision Procedures

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

C. Cost Settlement/Final Payment Provisions

Payment of the final invoice will be contingent upon completion of Scope of Work and receipt of monthly reports. Final invoice must be submitted to the Director of Nutrition Services by September 30, 2013.

D. Conditions of withholding payment: N/A

E. Definitions

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

III. Invoicing Procedures

The county will pay contractor upon submission of completed and signed invoices detailing expenses incurred in accordance with the attached budget detail. Invoices are to be submitted quarterly and will be approved by the Director of Nutrition Services and certified by the Director of the Community Health Services Division. Payment under the terms of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement. Payment of quarterly invoices will be contingent upon receipt of a quarterly progress report describing activities performed and/or services provided during the invoice period.

IV. Funding and Reporting Requirements: N/A

V. Additional Terms and Conditions of Payment

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

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

OAKLAND UNIFIED SCHOOL DISTRICT WATER CAMPAIGN OVERSIGHT PROJECT BUDGET AND BUDGET JUSTIFICATION

CONTRACT TERM: JANUARY 1, 2013 TO AUGUST 31, 2013

	CATEGORY ITEM	BUDGET AMOUNT
A. PERSONNE	EL TOTAL	
None		. 0
Total	Salaries	0
Fringe Ben	efits @ 22%	0
т	OTAL PERSONNEL	0
B. OPERATIN	G EXPENSES	
Stiper to pro Oakla	Vellness Champions Index for school site staff (teachers, nurses or other staff) Index for school site staff (teachers, nurses or other staff) Index for school sites in East Index for sc	10,000
OUSI	r Stations D will purchase 2-3 Global Tap water stations for schools st Oakland.	5,000
OUS	able Water Bottles D will purchase 5,000 water bottles for students in East and schools (\$3 per bottle).	15,000
Fund	nt and Youth Engagement around Wellness Policy s will be used for food (1,500) and materials (763) for 2-3 ts in spring, 2013.	2,263
Func	mer School Wellness & Water Conference Is will be used for stipends to pay participants for their (5,000) and food (1,000) for the conference.	6,000
	TOTAL OPERATING EXPENSES	38,26
C. Indirect C	Costs (4.57% of Operating Expenses)	1,73
	TOTAL BUDGET	\$ 40.00

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
В	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
С	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:

- 1. 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.
- 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.
- 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:
 - 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.
- 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:
 - Department/Agency issuing the contract
 - With a copy to Risk Management Unit (125 12th Street, 3rd Floor, Oakland, CA 94607)

Northern California ReLiEF

CERTIFICATE OF COVERAGE

Issue Date

11/8/2012

ADMINISTRATOR:

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

510-986-6750 www.keenan.com

COVERED PARTY:

Oakland Unified School District 1025 Second Street Oakland CA 94606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY LICENSE # 0451271 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 C: Star Insurance Company

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		MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY [/ GENERAL LIABILITY	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	combined single limit each occurrence \$ 2,000,000
A	AUTOMOBILE LIABILITY [\sqrt{ANY AUTO} [\sqrt{HIRED AUTO} [\sqrt{NON-OWNED AUTO} [] GARAGE LIABILITY [\sqrt{AUTO PHYSICAL DAMAGE}	NCR 0171-104	7/1/2012 7/1/2013	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
Α	PROPERTY [✓ ALL RISK [✓ EXCLUDES EARTHQUAKE & FLOOD [] BUILDER'S RISK	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	\$ 250,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	s Included EACH OCCURRENCE
	WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			s	\$ 1,000,000 E.L. EACH ACCIDENT
С	EXCESS WORKERS COMPENSATION	WCE 0391883-12	7/1/2012 7/1/2013	s 350,000	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

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

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

Replaces certificate issued on 8/2/2012
Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

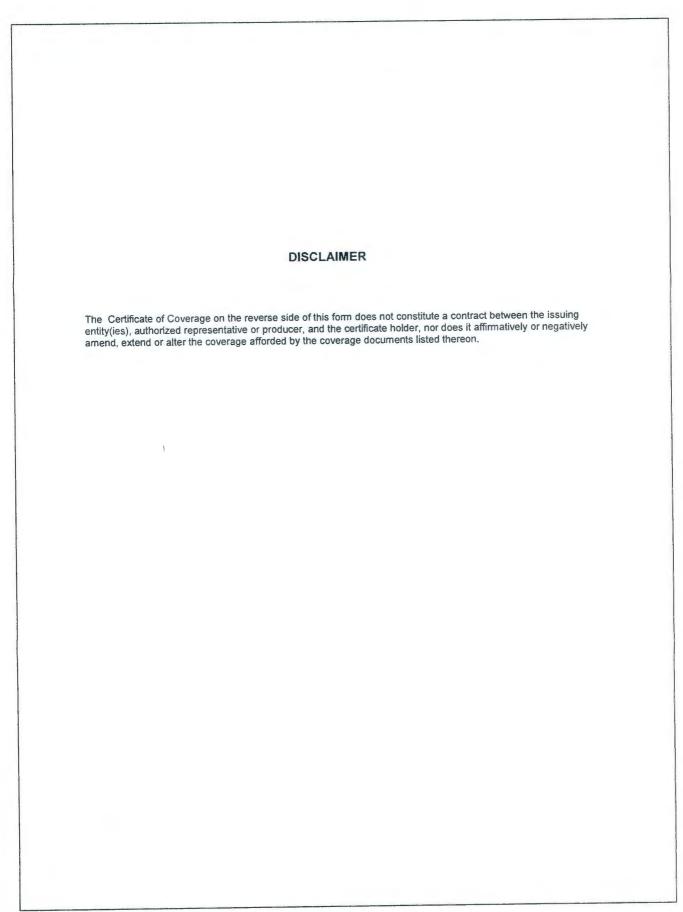
CERTIFICATE HOLDER:

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

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

Graham Grice

AUTHORIZED REPRESENTATIVE



ENDORSEMENT

ADDITIONAL COVERED PARTY

Oakland Unified School District NCR 01711-04 Keenan & Associates
--

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

Additional Covered Party:

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

As Respects:

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

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are included as an Additional Covered Party.

GDO S & Authorized Representative

Issue Date: 11/8/2012

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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

I. AUDIT REQUIREMENTS

- A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to §____. 210 of OMB Circular A-133 and which expend annual Federal awards of:
 - 1. \$500,000 or more must have a single audit in accordance with \$___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with \$___.235 of OMB Circular A-133.
 - 2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §___.230 (b)(2) of OMB Circular A-133.
- B. Funds from All Sources: non-federal entities which receive annual funds through the County from <u>all</u> sources of:
 - 1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's <u>Government Auditing Standards</u> covering all County programs.
 - 2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
 - 3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

COMMUNITY BASED ORGANIZATION Moster Contract Exhibit A and B Coversheet

Dept Na	me: Publ	ic Health		Master C	Vendor ID #:	32634		Board PO #	/ :	
Î		VC M	ton Cont	+#. 000222	D	ement Contr	act #:		Budget Yea	ar: 12-13
Bus Unit				#: <u>900322</u>						
Acct#	Fund#	Dept #	Program #	Subclass #	Project	/Grant #		unt to be imbered	Total C	ontract Amount
610341	10000	350253	40394				Ence	\$40,000		\$40,000
	Federal Fun							Maximum:		\$40,000
	nent Contract	_	ate: 10/01/1	10			^	ate: 09/30/1	3	
	f Funding:		01/01/13		Tr. 1	1	To: 08/		010 0-1-	22005
-	ent Contact:	Diane V	Voloshin		Tel	ephone:	510-595-	-6458	QIC Code:	23805
Project N	or / Contract-	Oakland	I Unified S	chool Distri	ct/Water Can	nnaion Ove	rsight			
-	or Address:			Lakeview Ca		ilpuigii Ove	roight		1	
		Oakland	, CA 94610						91-2078	642
Remittan	ice Address:	Same						_	II.	
	or Telephone:		273-1676	Fax #:	510-273-1501	E-mail(Si	-	michelle.o	ppen@ousd.k	12.ca.us
Contract	or Contact Pe	rson:	Michelle O	ppen		E-mail(C	ontact):	michelle.oj	ppen@ousd.k	12.ca.us
Contract	Service Categ	gory:	Program Ma	nager, Coord	linated School I	Health				
Estimate	d Units of Ser	vice:	N/A							
Maximu	m Single Payr	nent & Exce	eptions:	N/A						
Method	of Reimburser	ment (Invoi	cing Procedu	ures):	Per Exhibi	t B				
History	of Funding:		Original	An	nendment #1	Amendn	nent #2	Amendmer	nt #3	Amendment #4
Funding	Level		\$40,000							
Exhibit	#									
Amount	of Encumbran	ce	\$40,000							
File Dat	e							440		
File / Ite	em #									
Reason										
Eundin	ng Source Alloc	etion: E6	ederal / CFDA	# (State		County		Foundation Grant
rundin	ig Source Arioc	ation.	Adelai / CIDA		,	State		County		\$40,000
										540,000
agreeme	ent with all property	Sign Muntu D Print or T	nature Davis, MD Type Name			CO	NPRACT	Anthony Sig Print or	smith, Ph. Type Name Date	ntractor also significant
						V/G	Dala.	Sig	nature	Has Egn
						Kais	30-	Print or	Type Name	ald o
						The Ditte			Date	9

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Public Health
Contractor Name	Oakland Unified School District
Contract Period	January 1, 2013 – August 31, 2013
Type of Services	Coordinated School Health
Contract Number (PO #)	

I. Program Name

Water Campaign Oversight

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

B. Target Population

Contractor shall provide services to the following populations:

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

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

- 1. Program Design See attached Scope of Work
- 2. Consumer/Client Flow: Not Applicable
- 3. Discharge Criteria and Process: Not Applicable
- 4. Hours of Operation: Not Applicable
- 5. Service Delivery Sites: See attached Scope of Work

D. Minimum Staffing Qualifications

Not applicable

IV. Contract Deliverables and Requirements

D. Process Measures

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

E. Outcome Measures

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

V. Reporting and Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

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

B. Other Requirements: N/A

VII. Entirety of Agreement

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

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

See attached Scope of Work.

Contractor:

Oakland Unified School District

Water Campaign Oversight Project

Contract Term: January 1, 2013 – August 31, 2013

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

File ID Number: 13-04//
Introduction Date: 3/21//3
Enactment Number: 13-0559
Enactment Date: 3/27//3
By: 0.5

Contractor:

Oakland Unified School District

Water Campaign Oversight Project Contract Term: January 1, 2013 – August 31, 2013

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

(Revised 5/12)

EXHIBIT B - TERMS OF PAYMENT

Contracting Department	Public Health	
Contractor Name	Oakland Unified School District	
Contract Period	January 1, 2012 – August 31, 2013	
Type of Services	Coordinated School Health	
Contract Number (PO #)		
Contract Amt/Max	\$40,000	

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

I. Budget

Contractor shall use all payments solely in support of the program budget, set forth as follows:

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

The contract amount of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement.

B. Budget Revision Procedures

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

C. Cost Settlement/Final Payment Provisions

Payment of the final invoice will be contingent upon completion of Scope of Work and receipt of monthly reports. Final invoice must be submitted to the Director of Nutrition Services by September 30, 2013.

D. Conditions of withholding payment: N/A

E. Definitions

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

III. Invoicing Procedures

The county will pay contractor upon submission of completed and signed invoices detailing expenses incurred in accordance with the attached budget detail. Invoices are to be submitted quarterly and will be approved by the Director of Nutrition Services and certified by the Director of the Community Health Services Division. Payment under the terms of this agreement shall not exceed the total amount of \$40,000 annually for the period of this agreement. Payment of quarterly invoices will be contingent upon receipt of a quarterly progress report describing activities performed and/or services provided during the invoice period.

IV. Funding and Reporting Requirements: N/A

V. Additional Terms and Conditions of Payment

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

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

OAKLAND UNIFIED SCHOOL DISTRICT WATER CAMPAIGN OVERSIGHT PROJECT BUDGET AND BUDGET JUSTIFICATION

CONTRACT TERM: JANUARY 1, 2013 TO AUGUST 31, 2013

CATEGORY ITEM	BUDGET AMOUNT
A. PERSONNEL	
None	0
Total Salaries	0
Fringe Benefits @ 22%	0
TOTAL PERSONNEL	0
B. OPERATING EXPENSES	
Site Wellness Champions Stipends for school site staff (teachers, nurses or other staff) to promote health and wellness at 5 school sites in East Oakland. Champions will also be trained to promote drinking.	
water. 2. Water Stations OUSD will purchase 2-3 Global Tap water stations for school in East Oakland.	5,000 ols
 Refillable Water Bottles OUSD will purchase 5,000 water bottles for students in East Oakland schools (\$3 per bottle). 	15,000
4. Parent and Youth Engagement around Wellness Policy Funds will be used for food (1,500) and materials (763) for 2 events in spring, 2013.	2,263
5. Summer School Wellness & Water Conference Funds will be used for stipends to pay participants for their time (5,000) and food (1,000) for the conference.	6,000
TOTAL OPERATING EXPENSES	38,26
C. Indirect Costs (4.57% of Operating Expenses)	1,73
TOTAL BUDGET	\$ 40.000

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
Α	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
В	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
С	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:

- 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.
- 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:
 - 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:
 - Department/Agency issuing the contract
 - With a copy to Risk Management Unit (125 12th Street, 3rd Floor, Oakland, CA 94607)

Northern California ReLiEF

CERTIFICATE OF COVERAGE

LICENSE # 0451271

Issue Date

11/8/2012

ADMINISTRATOR:

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

510-986-6750 www.keenan.com

COVERED PARTY:

Oakland Unified School District 1025 Second Street Oakland CA 94606

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 C: Star Insurance Company

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 [NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	combined single limit each occurrence \$ 2,000,000
Α	AUTOMOBILE LIABILITY [\(\sum_{\text{ANY}} \) ANY AUTO [\(\sum_{\text{INFO}} \) AUTO [\(\sum_{\text{INFO}} \) NON-OWNED AUTO [] GARAGE LIABILITY [\(\sum_{\text{INFO}} \) AUTO PHYSICAL DAMAGE	NCR 0171-104	7/1/2012 7/1/2013	\$ 250,000	combined single limit each occurrence \$ 1,000,000
A	PROPERTY [ALL RISK [EXCLUDES EARTHQUAKE & FLOOD [] BUILDER'S RISK	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	s 250,000,000 EACH OCCURRENCE
Α	STUDENT PROFESSIONAL LIABILITY	NCR 01711-04	7/1/2012 7/1/2013	\$ 250,000	s Included EACH OCCURRENCE
	WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	[√] WC STATUTORY LIMITS [] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
С	EXCESS WORKERS COMPENSATION	WCE 0391883-12	7/1/2012 7/1/2013	\$ 350,000	s 1,000,000 E.L. DISEASE - EACH EMPLOYEE s 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

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

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

Replaces certificate issued on 8/2/2012
Annual Aggregate of \$24,000,000 applies in total for all members in the layer \$4,000,000 occurrence excess of \$1,000,000

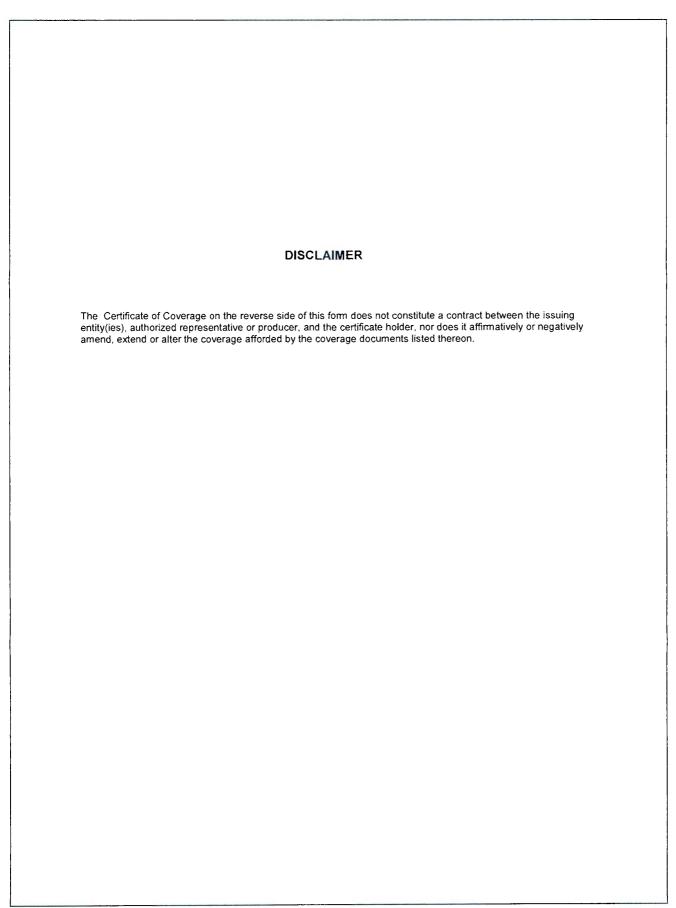
CERTIFICATE HOLDER:

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

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

Graham Grice

AUTHORIZED REPRESENTATIVE



ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-04	Keenan & Associates

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

Additional Covered Party:

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

As Respects:

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

The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are included as an Additional Covered Party.

GDar S & Authorized Bankacontative

Authorized Representative

Issue Date: 11/8/2012

EXHIBIT DAUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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

I. AUDIT REQUIREMENTS

- A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to §____. 210 of OMB Circular A-133 and which expend annual Federal awards of:
 - 1. \$500,000 or more must have a single audit in accordance with §___.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §___.235 of OMB Circular A-133.
 - 2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §___.230 (b)(2) of OMB Circular A-133.
- B. Funds from All Sources: non-federal entities which receive annual funds through the County from <u>all</u> sources of:
 - 1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's <u>Government Auditing Standards</u> covering all County programs.
 - 2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
 - 3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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