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Enactment Date	8/12/15



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by
Procurement)

August 12, 2015

Subject

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

Action Requested

Approval of the Community Based Organization Master Contract between Oakland Unified School District and Alameda County Public Health Department. Services to be primarily provided by the Community Schools and Student Services Department for the period of July 1, 2015 to September 30, 2017.

Background

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

This contract is for the development and implementation of a Safe Routes to School Menu of Services, that offers targeted schools: the Safe Routes to School Wellness Champion Program, Teacher Training Curriculums, Walk to School Events, Walking School Bus Programs, Bike Mobiles, and the Golden Sneaker Walking Encouragement program for educational, encouragement, and enforcement measures to 41 of the most disadvantaged schools in Oakland in an effort to promote walking and biking to school and increased physical activity.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of the Community Based Organization Master Contract between District and the County of Alameda via its Public Health Department, San Leandro, CA, for the latter to provide a Safe Routes to School Menu of Services for educational, encouragement, and enforcement measures in an effort to promote walking and biking to school and increased physical activity for OUSD elementary schools for the period of July 1, 2015 through September 30, 2017, in an amount not to exceed \$399,313.00.

Recommendation

Approval of the Community Based Organization Master Contract between Oakland Unified School District and Alameda County Public Health Department. Services to be primarily provided by the Community Schools and Student Services Department for the period of July 1, 2015 through September 30, 2017.

Fiscal Impact

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

Attachments

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

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

Dept Name: Public Health Vendor ID #: 32634 Board PO #: _____
 Bus Unit: PHSVC Master Contract #: 900322 Procurement Contract #: _____ Budget Year: 2015-16

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

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

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

Department Contact: _____ Telephone #: _____ QIC Code: _____

Contractor Name: Oakland Unified School District

Project Name: Safe Routes To School

Contractor Address: 746 Grand Avenue; Oakland, CA 94610

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

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

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

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

Method of Reimbursement (Invoicing Procedures): Per Exhibit B

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

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

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

DEPARTMENT

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

CONTRACTOR

By _____
 Signature
Antwan Wilson
 Print or Type Name
 Title Superintendent Date 8/13/15

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

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

By _____
 Signature
 Print or Type Name
 Title _____ Date _____

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

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

I. Program Name

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

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

Offer a menu of educational, encouragement, and enforcement measures to 41 of the most disadvantaged schools in Oakland in an effort to promote walking and biking to school and increased physical activity.

Menu of options include:

1. Training for a designated wellness champion who oversees a monthly "Walk and Roll to School Day" and 3 major events:
 - Golden Sneakers Competition
 - Bike to School Day
 - International Walk/Roll Day
2. Walking School Buses
3. Park and Walk events
4. Bike Rodeos
5. Bike Mobile

6. Theatrical Assembly
7. Teacher Training Curriculum and professional development
8. Helmet, bike and pedestrian safety education through assembly and classroom presentations
9. Traffic Safety Plan Development
10. Safety Patrol Program including summer training and leadership classes
11. Targeted enforcement of traffic violations during school drop off and pick up times

B. Target Population

Contractor shall provide services to the following populations:

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

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

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

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

- 1. Program Design -** See attached Scope of Work
- 2. Consumer/Client Flow:** Not Applicable
- 3. Discharge Criteria and Process:** Not Applicable

- 4. **Hours of Operation:** Not Applicable
- 5. **Service Delivery Sites:** See attached Scope of Work

D. Minimum Staffing Qualifications

Not applicable

IV. Contract Deliverables and Requirements

D. Process Measures

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

E. Outcome Measures

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

V. Reporting and Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

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

B. Other Requirements: N/A

VII. Entirety of Agreement

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

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

See attached Scope of Work.

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

EXHIBIT A - SCOPE OF WORK

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

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

EXHIBIT A - SCOPE OF WORK

	<p>year, school wide assembly teaching elementary school students pedestrian and bicycle safety; bike education programming; free bike repair via the bike mobile; weekly or monthly walk and roll to school days; training and establishment of walking school buses; other staff support and technical assistance provided as needed.</p> <p>The Walking School Bus Program: Provide training and establishment of up to 10 walking school buses. Provide walking school bus supplies: fluorescent vests, stop signs, whistles 10 each for each school.</p> <p>Bike Mobile: Provide free bike repair via the bike mobile and technical assistance provided as needed.</p> <p>The Golden Sneaker Walking Encouragement Program: Provide the Golden Sneaker contest to up to 20 schools.</p> <p>Menu of services: Design and maintain a menu of services tool through which the targeted school administrators can select the services they want to provide to their school.</p> <p>SR2S Coordinator: One FTE to (1) coordinate all elements of Oakland citywide SR2S program (25% time) and (2) lead walking school bus implementation (establishing, training, and maintaining walking school buses in</p>		
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Contractor: Oakland Unified School District
Be Oakland, Be Active Safe Routes to School Project
Contract Term: July 1, 2015 – September 30, 2017

EXHIBIT A - SCOPE OF WORK

	approximately 10 schools) and (3) provide Safe Routes to Schools program support for other activities, including International Walk and Roll to School Day events, Golden sneaker contest, Bike to School Day, park and walk events, etc. (75%). This staff, based at Transform, will bring together all of the disparate SR2S programming elements available to Oakland schools and present them as one unified program, making it easier for each individual school to participate and to get the most out of the program.		
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EXHIBIT B - TERMS OF PAYMENT

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

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

I. Budget

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

II. Terms and Conditions of Payment**A. Contract Amount/Maximum**

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

B. Budget Revision Procedures

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

C. Cost Settlement/Final Payment Provisions

Payment of the final invoice will be contingent upon completion of Scope of Work and receipt of monthly reports. Final invoice must be submitted to the Director of Nutrition Services by October 31, 2017.

D. Conditions of withholding payment: N/A**E. Definitions**

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

III. Invoicing Procedures

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

IV. Funding and Requirements: N/A

V. Additional Terms and Conditions of Payment

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

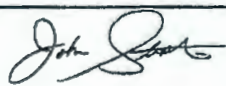
Contractor certifies that this program does not supplant existing nutrition education activities.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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

Northern California ReLIEF				CERTIFICATE OF COVERAGE		Issue Date 6/29/2015	
ADMINISTRATOR: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607 510-986-6750 www.keenan.com			LICENSE # 0451271		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.		
COVERED PARTY: Oakland Unified School District 1000 Broadway, Suite 300 Oakland CA 94607			ENTITIES AFFORDING COVERAGE: ENTITY A: Northern California ReLIEF ENTITY B: ENTITY C: ENTITY D: ENTITY E:				
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.							
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000		
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 0171-107	7/1/2015 7/1/2016	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000		
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE		
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	\$ Included EACH OCCURRENCE		
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT		
C	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS		
	OTHER			\$ \$			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: As respect to the agreement between Alameda County Health Care Services Agency and Oakland Unified School District through the coverage expiration date. Annual Aggregate of \$27,000,000 applies in total for all members in the layer \$9,000,000 occurrence excess of \$1,000,000							
CERTIFICATE HOLDER: Alameda County Health Care Services Agency 1000 San Leandro Blvd. San Leandro CA 94577				CANCELLATION..... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.			
				 John Stephens			
				AUTHORIZED REPRESENTATIVE			



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
Alliant Insurance Services, Inc.
1301 Dove St., Suite 200
Newport Beach, CA 92660
949-756-0271 • Fax 949-756-2713 • License No. 0C36861

CONTACT

NAME:

PHONE:

PHONE:

E-MAIL ADDRESS:

PRODUCER:

CUSTOMER ID #

INSURED:

Oakland Unified School District
1000 Broadway Street
Oakland, CA 94607

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: New York Marine and General Insurance

16608

INSURER B: State National Insurance Company

12831

INSURER C:

INSURER D:

INSURER E:

INSURER F:

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

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

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

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

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

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

CERTIFICATE HOLDER

ATTN: Alex Briscoe
Alameda County Health Services Agency
1000 San Leandro Blvd. Suite 300
San Leandro CA 94577

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

DISCLAIMER

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

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-07	Keenan & Associates

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

Additional Covered Party:

Alameda County Health Care Services Agency
1000 San Leandro Blvd.
San Leandro CA 94577

As Respects:

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

Oakland Unified School District hereby names The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and representatives are included as an Additional Covered Party but only as respects to liability arising out of acts and omissions of Oakland Unified School District's officers, agents and employees.



Authorized Representative

Issue Date: 6/29/2015

Exhibit D

Audit Requirements

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

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

B. Funds from All Sources:

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

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

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

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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