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



# Memo

To

**Board of Education** 

From

Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** 

(To be completed by Procurement)

June 27, 2018

Subject

Amendment No. 3 - Community Based Organization - Master Contract - Alameda County Public Health Department - 922/Community Schools and Student Services Department (site/department)

**Action Requested** 

Approval of Amendment No. 3 to the Community Based Organization Master Contract between Oakland Unified School District and Alameda County Public Health Department. Services to be primarily provided by the Community Schools and Student Services Department for the period of July 1, 2015 to September 30, 2018.

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

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

Discussion
One paragraph
summary of the
scope of work.

Approval by the Board of Education of Amendment No. 3 to the Community Based Organization Master Contract between District and the County of Alameda via its Public Health Department, San Leandro, CA, for the latter to provide additional services to support the Safe Routes to School Menu of Services for educational, encouragement, and enforcement measures in an effort to promote walking and biking to school and increased physical activity for OUSD elementary schools, in the amount of \$75,000.00, increasing the not to exceed amount from \$399,313.00 to \$474,313.00 and extending the Contract term of July 1, 2015 through March 30, 2018 to September 30, 2018. All other terms and conditions of the contract remain in full force and effect.

Recommendation

Approval of Amendment No. 3 to the Community Based Organization Master Contract between Oakland Unified School District and Alameda County Public Health Department. Services to be primarily provided by the Community Schools and Student Services Department for the period of July 1, 2015 through September 30, 2018.

Fiscal Impact

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

**Attachments** 

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



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

Legislative File ID No. 18-0644
Department: Alameda County Public Health Department
Vendor Name: Oakland Unified School District Health & Wellness Unit
Contract Term: Start Date: July 1, 2015 End Date: September 30, 2018
Annual Cost: \$_474,313.00
Approved by: Muntu Davis, Director Alameda County Public Health Department
Is Vendor a local Oakland business? Yes ✓ No
Why was this Vendor selected?
OUSD is subcontracted by Alameda County Public Health Department Nutrition Services to support up to 41 school sites on Safe Routes to School Programming through our Wellness Champion initiative and partnership with local agency, Transform. This contract is being amended to increase the total from \$399,313, to \$474,313.
Summarize the services this Vendor will be providing.
<ol> <li>Support for wellness champion stipend for teachers, school site staff or parents.</li> <li>Technical assistance and materials for International Walk to School Day.</li> <li>Technical assistance and materials for Golden Sneaker Education and Contest (students track mode of getting to and from school for 2 weeks, discuss impact, analyze).</li> <li>Technical assistance and materials for Bike to School Day.</li> <li>Education and assembly programming on pedestrian and bike safety in life and around schools.</li> </ol>
Was this contract competitively bid? Yes No V
If No, answer the following:
1) How did you determine the price is competitive?
We provided a scope of work and budget and it was approved.

Legal 10/27/15 1

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

# COMMUNITY BASED ORGANIZATION MASTER CONTRACT EXHIBIT A & B COVERSHEET

	ne: Public	Health	*****	_Vendor ID #	. 32634		Board	i PO #:		
Dept Nan	PHSVC	M	Instar Contract	#. 900322	Proc	urement C	ontract #: 12210			
sus Ont			iaster Contract	#-	T	our ement C	Ontract #.	Budget	104.	
Acct #	Fund #	Dept #	Program #	Subclass #	Project	/ Grant #	Amount to be E	incumbered	Total	Contract Amount
10341	10000	350905	00000		PHG09	CH43800	75,00	00	, ,	\$ 474,313
fustificat	ion if partia	al encumbra	ance or liquidat	ion requested:						
Federal F	unds Waiv	er#:					Contract Maximum	474,313		· · · · · · · · · · · · · · · · · · ·
Procuren	nent Contra	ct Begin D	ate: 07/01/20	15 Expire I	Date: 09/3	0/2018	Contract Maximum Period of Funding l	From: 04/01/2	018	To: 09/30/2018
		: Jenny V					#: 510-268-4222			
	or Name:	Oaldana	Unified Sch	ool District						
	Name:		outes to Scho							
			oadway Suit	e 150 Oakla	nd, CA 94	607				
	ce Address						ALCC	LINK Vendor	A ddraec	. <sub>#</sub> . 116
Connuan	ice Address	3					ADCC		OS Dist	
Contract	or Telenho	ne #. 510-	879-2612	Fav #	510-879-4	1605	E-mail (Signatory)			
	_		ichelle Opper		***************************************		_ E-mail (Contact):			
Contract	Coming Co	tacom. Ni	utrition Educt	ion and Outr	each		Estimated Units of			
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			voicing Proced						, 1	
	of Funding:		Orig		Amendme		Amendment #2	Amendmen	t #3	Amendment #
Funding			\$399		\$399,3		\$474,313			
	of Encumb	rance	\$177		0.00		75,000			
File Date			7/21		11/7/17					
File / Ite	m #		2960	6/12	9					
Reason				Ex	tend term throu	gh 3/30/18				
Funding	Source All	location:	Federal - CF	DA #:		State	AL	Count	v	
	200200		\$			\$474,313	97	\$		
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			that the attach of the Master C		and B ha	ve been re	President, Board ceived, negotiated a	and finalized.	The Con	tractor also signi-
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Muntu	Davis, MD					K	/la Johnson-Tram	Print or Type	Name	
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### **EXHIBIT A**

### PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

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

### I. Program Name

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

### II. Contracted Services

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

### III. Program Information and Requirements

### A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

### Menu of options include:

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

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

### B. Target Population

Contractor shall provide services to the following populations:

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

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

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

### C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

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

  Development Worksheet

### D. Minimum Staffing Requirements / Qualifications

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

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

### IV. Contract Deliverables and Requirements

### D. Process Measures

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

### E. Outcome-Measures

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

### V. Reporting and Evaluation Requirements

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

### VI. Additional Requirements

### A. Certification/Licensure

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

B. Other Requirements: N/A

### VII. Entirety of Agreement

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

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

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

Organization

Oakland Unified School District (OUSD)

Program
Goal/Result

Be Oakland Be Active (BOBA) - Safe Routes To School

To serve as a gateway for continued coordination, facilitation, development and implementation of school-based efforts of the Safe Routes to School Menu of Services, that offers targeted schools: the Safe Routes to School Wellness Champion Program, Teacher Training Curriculums, Walk to School Events, Walking School Bus Programs, Bike Mobiles, and the Golden Sneaker Walking Encouragement program

Process Objectives	"How Much" Performance Measure	Data Collection Tool	Quality Objective	"How Well" Performance Measure	Data Collection Tool	Impact Objective	"Is anyone better off?" Performance Measure	Data Collection Tool
Safe Routes to School Wellness Champion Program: OUSD Health and Wellness and subcontractor oversight of SRTS staff & parent champions; co- coordinate trainings; link to overall wellness champion program.  30-35 SRTS Champions will attend trainings/lead all school site SRTS activities (except	<ul> <li># of         Wellness         Champions         that attend         trainings</li> <li># of         Wellness         Champions         that attend         site wellness         councils.</li> </ul>	<ul> <li>Parent surveys</li> <li>Wellness Champion Activity Logs</li> <li>Training rosters</li> </ul>	At least 70% of SRTS Wellness Champions will attend trainings, complete activity logs and run school site activities.	<ul> <li># of SRTS         Wellness         Champions         will have         well-         attended         programs         and activities         on campus.</li> <li>% of teacher         surveys that         rate the Safe         Routes to         School         Programming         as being         impactful or         highly         impactful.</li> </ul>	Wellness Champion Activity Logs Retrospective Teacher Survey	There will be a year to year increase of students who walk, bike or carpool to school.	* % of students who walk, bike or carpool to school increases.	Parent Surveys Classroom Tallies Event Tallies
Safety Patrol). Equipment: provided will include OUSD Bike Blender (to lend to all								

### Alameda County Health Care Services Agency Community Health Services

Results-Based Accountability (RBA)
Performance Measure Development Worksheet

schools); Promotion Materials for all schools.	ty Health Services							
Walk to School Events: Provide SR2S Alameda County available program offerings to up to 20 public elementary schools in Oakland, consisting of at	# walk to school events # of schools # of events	<ul> <li>Transform tracking sheets</li> <li>Wellness Champion Activity Logs</li> </ul>	At least 70% of SRTS     Wellness     Champions will attend trainings and run school site activities.	■ % of schools who run event successfully.	<ul> <li>Transform logs</li> <li>Wellness         <ul> <li>Champion</li> <li>Activity Logs</li> </ul> </li> <li>Teacher         <ul> <li>Retrospective</li> </ul> </li> <li>Survey</li> </ul>	<ul> <li>70% of schools had Walk to School Events where tallies of transportation methods were captured and walking/biking to school was celebrated.</li> </ul>	% of schools had Walk to School Event will increase # of students who walk, bike and carpool to school.	<ul> <li>Event Tallies</li> <li>Classroom         Tallies</li> <li>Activity Logs</li> </ul>
least 3 major events/year, school wide assembly teaching students								
pedestrian & bicycle safety; bike education; free bike repair								
via the bike mobile; weekly/monthly walk & roll to school days;			*					
craining and establishment of walking school buses; other staff								
upport and echnical								
assistance provided as needed.						1		

(Revised 5/12)

### **EXHIBIT B - TERMS OF PAYMENT**

<b>Contracting Department</b>	Public Health	
Contractor Name	Oakland Unified School District	
Contract Period	July 1, 2015 – September 30, 2018	
Type of Services	Be Active Be Oakland, Safe Routes to School	1 2
Contract Number (PO #)	91693	
Contract Amt/Max	\$ 474,313	

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

### I. Budget

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

### II. Terms and Conditions of Payment

### A. Contract Amount/Maximum

The contract amount of this agreement shall not exceed the total contract maximum amount of \$474,313 for the period of this agreement.

Approved Budget Allocation

### **B.** Budget Revision Procedures

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

### C. Cost Settlement/Final Payment Provisions

Payment of the final invoice will be contingent upon completion of Scope of Work and receipt of monthly reports. Final invoice must be submitted to the Director of Nutrition Services by October 15, 2018.

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

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

### **III. Invoicing Procedures**

The County will pay contractor upon submission of completed and signed invoices detailing expenses incurred in accordance with the program budget. Invoices are to be submitted quarterly and will be approved by the Director of Nutrition Services and certified by the Director of the Community Health Services Division. Payment under the terms of this agreement shall not exceed the total amount of \$474,313 for the period of this agreement. Payment of quarterly invoices will be contingent upon receipt of a quarterly progress report describing activities performed and/or services provided during the invoice period.

### IV. Funding and Requirements: N/A

### V. Additional Terms and Conditions of Payment

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

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

### Be Oakland Be Active Safe Routes to School Contract to OUSD

### July, 2015-September, 2018 (with amendment)

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

# EXHIBIT C COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES.	MINIMUM LIMITS
Α	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
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	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E	Employee Dishonesty (ED) and Crime (C)  (ED) Required only if a significant amount of funding is advanced to contractor.  (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
_	Fuderace 4 10 III	

### **Endorsements and Conditions:**

- 1. ADDITIONAL INSURED: General Liability, Automobile Liability, and Directors and Officers Liability Insurance Policies shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.
- 2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with exception; Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
- 3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
- 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- 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 6/22/2017
ADMINISTRATOR:  Keenan & Associates 1111 Broadway, Suite 2 Oakland, CA 94607	LICENSE # 0451271 2000	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:
510-986-6750 www.keenan.com		ENTITY A: Northern California ReLiEF
COVERED PARTY:	4	ENTITY B:
Oakland Unified School District 1000 Broadway, Suite 680 Oakland CA 94607	it.	ENTITY C:

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 LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ RETAINED LIMIT EXPIRATION DATE / DEDUCTIBLE		LIMITS
A	GENERAL LIABILITY  [ GENERAL LIABILITY	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY    ANY AUTO   HIRED AUTO   NON-OWNED AUTO   GARAGE LIABILITY   AUTO PHYSICAL DAMAGE	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	combined single limit each occurrence s 1,000,000
A	PROPERTY  [	NCR 01711-09	7/1/2017 7/1/2018	s 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-09	7/1/2017 7/1/2018	s 250,000	s Included  EACH OCCURRENCE
	WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY	N		s	{ ]WC STATUTORY LIMITS { ] OTHER  \$ E.L. EACH ACCIDENT
С	EXCESS WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			s	S E.L. DISEASE - EACH EMPLOYEE S E.L. DISEASE - POLICY LIMITS
	OTHER			s	

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

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

CERTIFICATE HOLDER:

Alameda County Public Health Department 1000 Broadway Oakland CA 94607

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

John Stephens

**AUTHORIZED REPRESENTATIVE** 

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

### **ENDORSEMENT**

### **ADDITIONAL COVERED PARTY**

COVERED PARTY Oakland Unified School District	COVERAGE DOCUMENT NCR 01711-09	ADMINISTRATOR Keenan & Associates
5		

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

### Additional Covered Party:

Alameda County Public Health Department 1000 Broadway Oakland CA 94607

### As Respects:

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

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

Authorized Representative

Issue Date: 6/22/2017



### CERTIFICATE OF LIABILITY INSURANCE

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

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

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

01 Dove St Ste 200 wport Beach CA 92660			CONTACT Afi Alameddine  PHONE (AIC, No, Ext): 949-660-5927  E-MAIL (AIC, No, Ext): 949-756-2713  E-MAIL (AIC, No, Ext): 949-756-2713  E-MAIL (AIC, No, Ext): 949-756-2713  E-MAIL (AIC, No, Ext): 949-756-2713							
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	OAKL	UNI	-01	INSURER	B:State Na	itional Insur	ance Co.	12831		
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kland CA 94607				INSURER	RD:					
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	4.1.			INSURER	RE:					
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ALL OWNED SCHEDULED AUTOS NON-OWNED				- 1			BODILY INJURY (Per accident) \$			
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ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A			- 1				.000,000**		
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(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below WORKERS COMPENSATION AND EMPLOYERS' LIABILITY RETENTION: \$2,500,000			NDE-0864507-17		7/1/2017	7/1/2018	Workers Compensation Sta Employers' Liability \$1,	tutory 000,000		
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### Exhibit D

### Audit Requirements

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

### I. AUDIT REQUIREMENTS

### A. Funds from Federal Sources:

- 1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
- 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.

Last revised: 1/2015

### C. General Requirements for All Audits:

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

### II. AUDIT REPORTS

### A. For Single Audits

- 1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(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.

Last revised: 1/2015

### III. AUDIT RESOLUTION

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

### IV. ADDITIONAL AUDIT WORK

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

Last revised: 1/2015

### **EXHIBIT F**

# COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: Oakland Unified School District	
PRINCIPAL:	_ TITLE:
SIGNATURE:	DATE:

Board Office Use: Le	gislative File Info.
File ID Number	18-1185
Introduction Date	5/23/18
<b>Enactment Number</b>	18-0868
Enactment Date	5/23/18 os



# Memo

To

**Board of Education** 

From

Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** 

(To be completed by Procurement)

May 23, 2018

Subject

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

**Action Requested** 

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

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

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

Discussion
One paragraph
summary of the
scope of work.

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

Recommendation

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

Fiscal Impact

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

**Attachments** 

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



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

Legislative File ID No. 18-1185
Department: Alameda County Public Health Department
Vendor Name: Oakland Unified School District Health & Wellness Unit
Contract Term: Start Date: July 1, 2015 End Date: March 30, 2018
Annual Cost: \$ 399,313.00
Approved by: Muntu Davis, Director Alameda County Public Health Department, Michelle Oppen, Mara Larsen-Fleming
Is Vendor a local Oakland business? Yes 🗸 No
Why was this Vendor selected?
OUSD is subcontracted by Alameda County Public Health Department Nutrition Services to support up to 41 school sites on Safe Routes to School Programming through our Wellness Champion initiative and partnership with local agency, Transform. This contract is being amended to change the end date of the contract from September 30, 2018 to March 30, 2018.
Summarize the services this Vendor will be providing.
<ol> <li>Support for wellness champion stipend for teachers, school site staff or parents.</li> <li>Technical assistance and materials for International Walk to School Day.</li> <li>Technical assistance and materials for Golden Sneaker Education and Contest (students track mode of getting to and from school for 2 weeks, discuss impact, analyze).</li> <li>Technical assistance and materials for Bike to School Day.</li> <li>Education and assembly programming on pedestrian and bike safety in life and around schools.</li> </ol>
Was this contract competitively bid? Yes ☐ No ✓
If No, answer the following:
1) How did you determine the price is competitive?
We provided a scope of work and budget and it was approved.

Legal 10/27/15 1

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

# COMMUNITY BASED ORGANIZATION MASTER CONTRACT EXHIBIT A & B COVERSHEET

			MA	STER CON	TRACT E	XHIBIT A	& B COVERSHEE	T		
Dept Nan	ne: Public	Health		_Vendor ID	#: 32634		Boar	rd PO #:		
	PHSVC		laster Contract	#: 900322	Pro	ocurement (	Contract #: 12210	Budget	Year: 2017-2	018
Acct#	Fund #	Dept#	Program #	Subclass	# Projec	ct / Grant #	Amount to be I	Encumbered	Total Contra	ict Amount
610341	10000	350905	00000		PHG0	9CH43800	)		\$ 399	,313
Justificat	ion if parti	al encumbra	ance or liquidat	tion requeste	ed:		1			
Federal F	unds Waiv	rer #•					Contract Maximur	n: 399,313		-
Procuren	ent Contra	ct Begin D	ate: 07/01/20	15 Expire	e Date: 03/	30/2018	Period of Funding	From: 10/01/20	017 <sub>To:</sub> 09/	30/2018
							, <sub>#:</sub> 510-268-4222		QIC Code: 23	
		Jenny V	d Unified Sch	ool District		_ 1 elephone	· #:		QIC Code	
	or Name: _		outes to Scho		•					
Project N		4000 D	roadway Suit		land CA 9	4607				
	or Address		oadway Suit	e 150 Oak	iariu, OA 3		ALCO	Or Palle Mandan	A 44 #. 116	3
Remittan	ce Address	s: _dame					ALCO		OS Dist. #: 1	
Combract	ar Tolombo	#. 510-	879-2612	Fax #:	510-879-	4605	E-mail (Signatory)			
Contracto	or Telepho	Daman. Mi	ichelle Opper				_ E-mail (Signatory) _ E-mail (Contact):	michelle.opg	en@ousd.or	a
Contracto	Contact	Person: NI	utrition Educti	ion and Ou	ıtreach		_ E-man (Contact):			
							_ Estimated Offits of	Service,		-
			voicing Proced							4
	f Funding:					ent #1	Amendment #2	Amendment	:#3 Ame	endment #4
Funding :			\$399		\$399,3					
	of Encumb	rance	\$177		0.00					
File Date			7/21		11/7/	17	****			
File / Iter	n #		2960		Extend term thro					
Reason					extend term throu	ugn 3/30/18				
Funding	Source All	ocation:	Federal - CF	DA #:	_	State		County	7	
			\$			\$399,31	3	\$		
The sign	atures belo				A and B ha		eceived, negotiated a	St. B. L.	٤	also signifie
			ignature			K	yla Johnson-Tram	Signature		
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Title Dir	ector, Publ			Date		APPROV By:	D UNIFIED SCHOO ce of the General C ED FOR FORM & S UNIFIED SCHOOL	Signature	>	
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### **EXHIBIT A**

### PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

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

### I. Program Name

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

### II. Contracted Services

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

### III. Program Information and Requirements

### A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

Menu of options include:

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

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

### B. Target Population

Contractor shall provide services to the following populations:

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

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

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

### C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

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

  Development Worksheet

### D. Minimum Staffing Requirements / Qualifications

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

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

### IV. Contract Deliverables and Requirements

### D. Process Measures

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

### E. Outcome Measures

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

### V. Reporting and Evaluation Requirements

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

### VI. Additional Requirements

### A. Certification/Licensure

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

B. Other Requirements: N/A

### VII. Entirety of Agreement

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

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

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

(Revised 5/12)

### **EXHIBIT B - TERMS OF PAYMENT**

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

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

### I. Budget

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

### II. Terms and Conditions of Payment

### A. Contract Amount/Maximum

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

### B. Budget Revision Procedures

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

### C. Cost Settlement/Final Payment Provisions

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

### D. Conditions of withholding payment: N/A

### E. Definitions

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

### **III. Invoicing Procedures**

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

### IV. Funding and Requirements: N/A

### V. Additional Terms and Conditions of Payment

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

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

### Be Oakland Be Active Safe Routes to School Contract to OUSD

### 2015-2017

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

Organization

Oakland Unified School District (OUSD)

Program Goal/Result Be Oakland Be Active (BOBA) - Safe Routes To School

To serve as a gateway for continued coordination, facilitation, development and implementation of school-based efforts of the Safe Routes to School Menu of Services, that offers targeted schools: the Safe Routes to School Wellness Champion Program, Teacher Training Curriculums, Walk to School Events, Walking School Bus Programs, Bike Mobiles, and the Golden Sneaker Walking Encouragement program

Process Objectives	"How Much" Performance Measure	Data Collection Tool	Quality Objective	"How Well" Performance Measure	Data Collection Tool	Impact Objective	"Is anyone better off?" Performance Measure	Data Collection Tool
Safe Routes to School Wellness Champion Program: OUSD Health and Wellness and subcontractor oversight of SRTS staff & parent champions; co- coordinate trainings; link to overall wellness champion program.	# of Wellness Champions that attend trainings # of Wellness Champions that attend site wellness councils.	<ul> <li>Parent surveys</li> <li>Wellness Champion Activity Logs</li> <li>Training rosters</li> </ul>	a At least 70% of SRTS Wellness Champions will attend trainings, complete activity logs and run school site activities.	# of SRTS Wellness Champions will have well- attended programs and activities on campus.  # % of teacher surveys that rate the Safe Routes to School Programming as being	<ul> <li>Wellness         Champion         Activity Logs</li> <li>Retrospective         Teacher Survey</li> </ul>	There will be a year to year increase of students who walk, bike or carpool to school.	*% of students who walk, bike or carpool to school increases.	<ul> <li>Parent         Surveys</li> <li>Classroom         Tallies</li> <li>Event Tallies</li> </ul>
30-35 SRTS Champions will attend trainings/lead all school site SRTS activities (except				impactful or highly impactful.	-3			
Safety Patrol).  Equipment provided will include OUSD Bike Blender (to lend to all								



### Alameda County Health Care Services Agency Community Health Services

# Results-Based Accountability (RBA) Performance Measure Development Worksheet

schools); Promotion Materials for all schools.								
Walk to School Events: Provide SR2S Alameda County available program offerings to up to 20 public elementary schools in Oakland,	# walk to school events # of schools # of events	<ul> <li>Transform tracking sheets</li> <li>Wellness Champion Activity Logs</li> </ul>	of SRTS Wellness Champions will attend trainings and run school site activities.	<ul> <li>% of schools who run event successfully.</li> </ul>	<ul> <li>Transform logs</li> <li>Wellness         Champion         Activity Logs         Teacher         Retrospective         Survey     </li> </ul>	■ 70% of schools had Walk to School Events where tallies of transportation methods were captured and walking/biking to school was celebrated.	• % of schools had Walk to School Event will increase # of students who walk, bike and carpool to school.	<ul> <li>Event Tallies</li> <li>Classroom         Tallies</li> <li>Activity Logs</li> </ul>
consisting of at								
least 3 major							-	
events/year,								. '
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bike education;	NA .	1 2						
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mobile;								
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weekly/monthly		2 2 1 1		4				
walk & roll to	4 . 4 . 4		4.					
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training and	A	7		`				
establishment of	1 18		<b>*</b>				, .	
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buses; other staff	11. 12	1		. " 1				
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assistance	i i i y	, Y	a d			MANUFACTURE OF THE PARTY OF THE	Abordo de malabatada de malaba	
provided as					-			r
needed.					3 , 3	(I	in the second	

# 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:

	TAPE OF INSURANCE COVERAGES	MIMIMUMITS
Α	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
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	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
Ε.	Employee Dishonesty (ED) and Crime (C)  (ED) Required only if a significant amount of funding is advanced to contractor.  (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises

### F Endorsements and Conditions:

- ADDITIONAL INSURED: General Liability, Automobile Liability, and Directors and Officers Liability Insurance Policies shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.
- 2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
- 3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
- 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- 5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
  - 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 6/22/2017			
ADMINISTRATOR: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607	LICENSE # 0451271	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.				
510-986-6750 www.keenan.com		ENTITIES AFFORDING COVERAGE:  ENTITY A: Northern California ReLIEF				
COVERED PARTY:		ENTITY B:				
Oakland Unified School District 1000 Broadway, Suite 680 Oakland CA 94607		ENTITY C:				
Oakland CA 94607		ENTITY D:	1			
		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  SELAIMS MADE OCCURRENCE  GOVERNMENT CODES SERRORS & OMISSIONS	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY  [	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE s 1,000,000
A	PROPERTY  [ ] ALL RISK [ ] EXCLUDES EARTHQUAKE & FLOOD [ ] BUILDER'S RISK	NCR 01711-09	7/1/2017 7/1/2018	s 250,000	\$ 250,250,000 EACH OCCURRENCE
Α	STUDENT PROFESSIONAL LIABILITY	NCR 01711-09	7/1/2017 7/1/2018	s 250,000	s Included  EACH OCCURRENCE
	WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			s	{ ] WC STATUTORY LIMITS [ ] OTHER  S E.L. EACH ACCIDENT
С	EXCESS WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			s	S E.L. DISEASE - EACH EMPLOYEE S E.L. DISEASE - POLICY LIMITS
	OTHER			s	

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

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

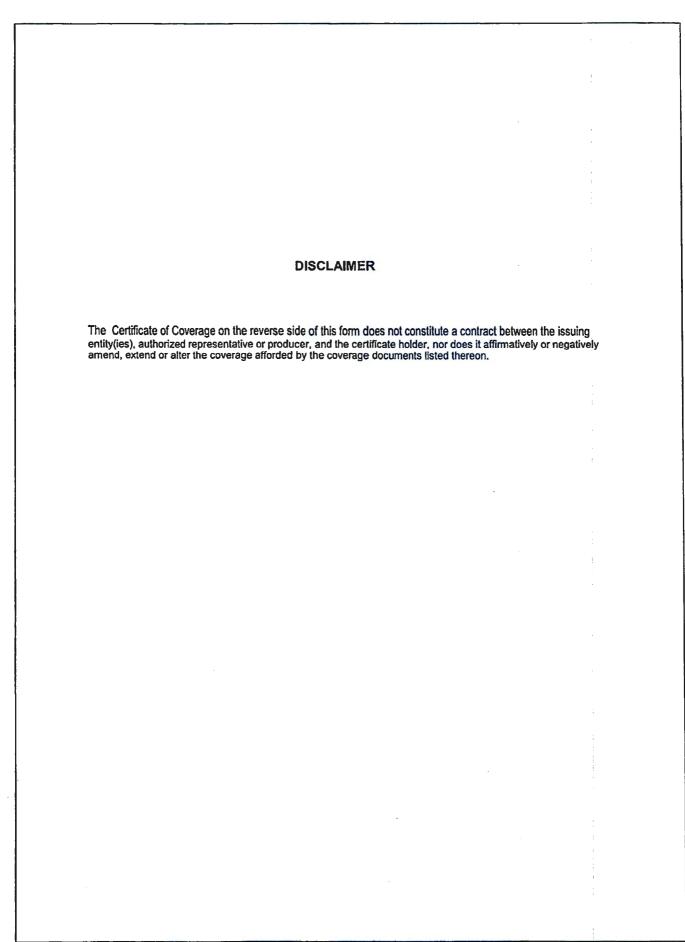
CERTIFICATE HOLDER:

Alameda County Public Health Department 1000 Broadway Oakland CA 94607

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

John Stephens

AUTHORIZED REPRESENTATIVE



#### **ENDORSEMENT**

#### ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR	
Oakland Unified School District	NCR 01711-09	Keenan & Associates	
Oakland Unilled School District	NCR 01/11-09	Recital & Associates	

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

#### **Additional Covered Party:**

Alameda County Public Health Department 1000 Broadway Oakland CA 94607

#### As Respects:

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

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

Authorized Representative

Issue Date: 6/22/2017



#### CERTIFICATE OF LIABILITY INSURANCE

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

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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	CONTACT Afi Alameddine					
Alliant Insurance Services, Inc.	PHONE (AIC, No. Ext): 949-660-5927 FAX (AIC, No.): 949-	756-2713				
1301 Dove St Ste 200 Newport Beach CA 92660	ADDRESS: Afi.Alameddine@alliant.com					
	INSURER(S) AFFORDING COVERAGE	NAIC#				
	INSURER A: New York Marine & General Ins	16608				
INSURED OAKLUNI-01	INSURER B: State National Insurance Co.	12831				
Oakland Unified School District	INSURER C:					
1000 Broadway Street Oakland CA 94607	INSURER D:					
	INSURER E:					
	INSURER F:					

R R	TYPE OF INSURANCE		TYPE OF INSURANCE INSU WVD POLICY NUMBER		POLICY EXP	LIMITS		
	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
						MED EXP (Any one person)	\$	
1						PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	
	POLICY PRO-			1		PRODUCTS - COMP/OP AGG	\$	
	OTHER:						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO					BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS NON-OWNED		4			BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS	1 1	1			PROPERTY DAMAGE (Per accident)	\$	
							\$	
-	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MAD	2				AGGREGATE	\$	
	DED RETENTION\$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC2017EPP00295	7/1/2017	7/1/2018	PER X OTH-	\$2,000,000**	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$1,000,000**	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (Mand		]"''	1 1			E.L. DISEASE - EA EMPLOYEE	\$1,000,000**	
						E.L. DISEASE - POLICY LIMIT	\$1,000,000**	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY RETENTION: \$2,500,000			NDE-0864507-17	7/1/2017	7/1/2018	Workers Compensation Employers' Liability	Statutory \$1,000,000	

\*\*Pol #WC2017EPP00296, Insured Specific Retention \$500,000

Evidence of Coverage Only. Subject to policy terms, conditions and exclusions.

As respects the annual nutrition services grant for the Health and Wellness Unit, Community Schools and Student Services Department for Fiscal Year 2017-2018.

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

#### 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:

- 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.

Last revised: 1/2015 Page 1 of 2

#### C. General Requirements for All Audits:

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

#### II. AUDIT REPORTS

#### A. For Single Audits

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

#### B. For Audits other than Single Audits

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

#### III. AUDIT RESOLUTION

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

#### IV. ADDITIONAL AUDIT WORK

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

#### **EXHIBIT F**

# COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: Oakland Unified School District		
PRINCIPAL:	_ TITLE:	
SIĢNATURE:	DATE:	

Board Office Use: Legislative File Info.						
File ID Number	18-0600					
Introduction Date	5/9/18					
Enactment Number	18-0811					
Enactment Date	5-9-1861					
	7					



## Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** 

(To be completed by Procurement)

May 9, 2018

Subject

Amendment No. 1 - Community Based Organization - Master Contract - Alameda County Public Health Department - 922/Community Schools and Student Services Department (site/department)

**Action Requested** 

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

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

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

Discussion
One paragraph
summary of the
scope of work.

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

Recommendation

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

Fiscal Impact

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

**Attachments** 

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



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

Legislative File ID No. 18-0600
Department: Alameda County Public Health Department
Vendor Name: Oakland Unified School District Health & Wellness Unit
Contract Term: Start Date: July 1, 2015 End Date: March 30, 2018
Annual Cost: \$ 399,313,00
Approved by: Muntu Davis, Director Alameda County Public Health Department
Is Vendor a local Oakland business? Yes 🚺 No
Why was this Vendor selected?
OUSD is subcontracted by Alameda County Public Health Department Nutrition Services to support up to 41 school sites on Safe Routes to School Programming through our Wellness Champion initiative and partnership with local agency, Transform. This contract is being amended to change the end date of the contract from September 30, 2018 to March 30, 2018.
Summarize the services this Vendor will be providing.
<ol> <li>Support for wellness champion stipend for teachers, school site staff or parents.</li> <li>Technical assistance and materials for International Walk to School Day.</li> <li>Technical assistance and materials for Golden Sneaker Education and Contest (students track mode of getting to and from school for 2 weeks, discuss impact, analyze).</li> <li>Technical assistance and materials for Bike to School Day.</li> <li>Education and assembly programming on pedestrian and bike safety in life and around schools.</li> </ol>
Was this contract competitively bid? Yes No
If No, answer the following:
How did you determine the price is competitive?
We provided a scope of work and budget and it was approved.

Legal 10/27/15 1

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

# COMMUNITY BASED ORGANIZATION MASTER CONTRACT EXHIBIT A & B COVERSHEET

Dent Nan	ne: Public	Health		_Vendor ID #	. 32634		Boa	rd PO #:		
	PHSVC		laster Contract	#: 900322		curement Co	ontract #: 12210		et Year:	2017-2018
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#### **EXHIBIT A**

#### PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

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

#### I. Program Name

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

#### II. Contracted Services

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

#### III. Program Information and Requirements

#### A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

#### Menu of options include:

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

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

#### B. Target Population

Contractor shall provide services to the following populations:

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

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

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

#### C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

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

#### D. Minimum Staffing Requirements / Qualifications

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

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

#### IV. Contract Deliverables and Requirements

#### D. Process Measures

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

#### E. Outcome Measures

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

#### V. Reporting and Evaluation Requirements

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

#### VI. Additional Requirements

#### A. Certification/Licensure

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

B. Other Requirements: N/A

#### VII. Entirety of Agreement

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

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

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

(Revised 5/12)

#### **EXHIBIT B - TERMS OF PAYMENT**

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

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

#### I. Budget

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

#### II. Terms and Conditions of Payment

#### A. Contract Amount/Maximum

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

#### B. Budget Revision Procedures

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

#### C. Cost Settlement/Final Payment Provisions

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

#### **D.** Conditions of withholding payment: N/A

#### E. Definitions

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

#### **III. Invoicing Procedures**

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

#### IV. Funding and Requirements: N/A

#### V. Additional Terms and Conditions of Payment

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

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

#### Be Oakland Be Active Safe Routes to School Contract to OUSD

#### 2015-2017

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



Organization Oal

Program Goal/Result program

Oakland Unified School District (OUSD)

Be Oakland Be Active (BOBA) - Safe Routes To School

Routes to School Menu of Services, that offers targeted schools: the Safe Routes to School Wellness Champion Program, Teacher Training To serve as a gateway for continued coordination, facilitation, development and implementation of school-based efforts of the Safe Curriculums, Walk to School Events, Walking School Bus Programs, Bike Mobiles, and the Golden Sneaker Walking Encouragement

Data Collection Tool	<ul> <li>Parent         Surveys</li> <li>Classroom         Tallies</li> <li>Event Tallies</li> </ul>
"Is anyone better off?" Performance Measure	* % of students who walk, bike or carpool to school increases.
Impact Objective	There will be a year to year increase of students who walk, bike or carpool to school.
Data Collection Tool	■ Wellness Champion Activity Logs ■ Retrospective Teacher Survey
"How Well" Performance Measure	wellness Champions will have well- attended programs and activities on campus. wof teacher surveys that rate the Safe Routes to School Programming as being impactful or highly impactful.
Quality Objective	• At least 70% of SRTS wellness Champions will attend trainings, complete activity logs and run school site activities.
Data Collection Tool	Parent     surveys     Wellness     Champion     Activity Logs     Training     rosters
"How Much" Performance Measure	# of Wellness Champions that attend trainings # of Wellness Champions that attend site wellness councils.
Process Objectives	Safe Routes to School Wellness Champion Program: OUSD Health and Wellness and subcontractor oversight of SRTS staff & parent champions; co-coordinate trainings; link to overall wellness champion program.  30-35 SRTS Champions will attend trainings/lead all school site SRTS activities (except Safety Patrol). Equipment provided will include OUSD Bike Blender (to lend to all

# Results-Based Accountability (RBA) Performance Measure Development Worksheet

Alameda County Health Ca Community Health Services	ımeda County Health Care Services Agency	rvices
	Alameda County He	Community Health

schools); Promotion Materials for all schools.  Walk to School Events: Provide SR25 Alameda County available program offerings to up to 20 public elementary	# walk to school events # of schools # a of events	<ul> <li>Transform tracking sheets</li> <li>Wellness Champion Activity Logs</li> </ul>	At least 70% of SRTS Wellness Champions will attend trainings and run school site activities.	% of schools     who run event     successfully.	<ul> <li>Transform logs</li> <li>Wellness         Champion         Activity Logs     </li> <li>Teacher</li> <li>Retrospective</li> <li>Survey</li> </ul>	■ 70% of schools had Walk to School Events where tallies of transportation methods were captured and walking/biking to school was celebrated.	* % of schools had Walk to School Event will increase # of students who walk, bike and carpool to school.	Event Tallies     Classroom     Tallies     Activity Logs
	# walk to school events # of schools # of events	■ Transform tracking sheets Champion Activity Logs	At least 70% of SRTS Wellness Champions will attend trainings and run school site activities.	• % of schools who run event successfully.	<ul> <li>Transform logs</li> <li>Wellness         <ul> <li>Champion</li> <li>Activity Logs</li> </ul> </li> <li>Teacher         <ul> <li>Retrospective</li> </ul> </li> <li>Survey</li> </ul>	T0% of schools had Walk to School Events where tallies of transportation methods were captured and walking/biking to school was celebrated.	* % of schools had Walk to School Event will increase # of students who walk, bike and carpool to school.	<ul> <li>Event Tallies</li> <li>Classroom</li> <li>Tallies</li> <li>Activity Logs</li> </ul>
	# walk to school events # of schools # of events	<ul> <li>Transform tracking sheets</li> <li>Wellness Champion Activity Logs</li> </ul>	At least 70% of SRTS Wellness Champions will attend trainings and run school site activities.	• % of schools who run event successfully.	<ul> <li>Transform logs</li> <li>Wellness         Champion         Activity Logs     </li> <li>Teacher</li> <li>Retrospective</li> <li>Survey</li> </ul>	To% of schools had Walk to School Events where tallies of transportation methods were captured and walking/biking to school was celebrated.	* % of schools had Walk to School Event will increase # of students who walk, bike and carpool to school.	<ul> <li>Event Tallies</li> <li>Classroom</li> <li>Tallies</li> <li>Activity Logs</li> </ul>
	# walk to school events # of events	<ul> <li>Transform tracking sheets</li> <li>Wellness Champion Activity Logs</li> </ul>	At least 70% of SRTS Wellness Champions will attend trainings and run school site activities.	• % of schools who run event successfully.	<ul> <li>Transform logs</li> <li>Wellness         Champion         Activity Logs     </li> <li>Teacher</li> <li>Retrospective</li> <li>Survey</li> </ul>	a 70% of schools had Walk to School Events where tallies of transportation methods were captured and walking/biking to school was celebrated.	# % of schools had Walk to School Event will increase # of students who walk, bike and carpool to school.	Event Tallies     Classroom     Tallies     Activity Logs
	# walk to school events # of events # of events	<ul> <li>Iransform tracking sheets</li> <li>Wellness Champion Activity Logs</li> </ul>	At least 70% of SRTS Wellness Champions will attend trainings and run school site activities.	who run event successfully.	<ul> <li>Wellness</li> <li>Champion</li> <li>Activity Logs</li> <li>Teacher</li> <li>Retrospective</li> <li>Survey</li> </ul>	had Walk to School Events where tallies of transportation methods were captured and walking/biking to school was celebrated.	had Walk to School Event will increase # of students who walk, bike and carpool to school.	Classroom Tallies Activity Logs
	school events # of events	tracking sheets  Wellness Champion Activity Logs	of SRTS Wellness Champions will attend trainings and run school site activities.	who run event successfully.	<ul> <li>Wellness</li> <li>Champion</li> <li>Activity Logs</li> <li>Teacher</li> <li>Retrospective</li> <li>Survey</li> </ul>	school Events where tallies of transportation methods were captured and walking/biking to school was celebrated.	school Event will increase # of students who walk, bike and carpool to school.	Activity Logs
North Republic	# of events	sheets  - Wellness Champion Activity Logs	Wellness Champions will attend trainings and run school site activities.	successfully.	Champion Activity Logs Teacher Retrospective Survey	school Events where tallies of transportation methods were captured and walking/biking to school was celebrated.	school Event will increase # of students who walk, bike and carpool to school.	Activity Logs
Value of the second	# of events	■ Wellness Champion Activity Logs	Champions will attend trainings and run school site activities.		Activity Logs  Teacher Retrospective Survey	where tallies of transportation methods were captured and walking/biking to school was celebrated.	will increase # of students who walk, bike and carpool to school.	Activity Logs
program offerings to up to 20 public elementary		Champion Activity Logs	will attend trainings and run school site activities.		<ul> <li>Teacher</li> <li>Retrospective</li> <li>Survey</li> </ul>	transportation methods were captured and walking/biking to school was celebrated.	# of students who walk, bike and carpool to school.	
offerings to up to 20 public elementary		Activity Logs	trainings and run school site activities.		Retrospective Survey	methods were captured and walking/biking to school was celebrated.	who walk, bike and carpool to school.	
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# EXHIBIT C COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
Α	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
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	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E.	Employee Dishonesty (ED) and Crime (C)  (ED) Required only if a significant amount of funding is advanced to contractor.  (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises

#### F Endorsements and Conditions:

- ADDITIONAL INSURED: General Liability, Automobile Liability, and Directors and Officers Liability Insurance Policies shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.
- 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
- REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified
  Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance procured by the Contractor shall not reduce or
  limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
- 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- 5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
  - 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 Callfornia ReLiEF	CERTIFICATE OF C	6/22/2017	
ADMINISTRATOR: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607 510-986-6750 www.keenan.com	LICENSE# 0451271	THIS CERTIFICATE IS ISSUED AS A MATTER OF IT AND CONFERS NO RIGHTS UPON THE CERTIFICATE DOES NOT AMEND, EXTEND OR ALL AFFORDED BY THE COVERAGE DOCUMENTS BE ENTITIES AFFORDING COVERAGE:  ENTITY A: Northern California Relief	TE HOLDER. THIS TER THE COVERAGE
COVERED PARTY: Oakland Unified School District 1000 Broadway, Suite 680 Oakland CA 94607		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
Α	GENERAL LIABILITY  [ GENERAL LIABILITY     CLAIMS MADE ( ) OCCURRENCE     GOVERNMENT CODES     ERRORS & OMISSIONS	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY  {	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE s 1,000,000
A	PROPERTY    ALL RISK   EXCLUDES EARTHQUAKE & FLOOD   BUILDER'S RISK	NCR 01711-09	7/1/2017 7/1/2018	s 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-09	7/1/2017 7/1/2018	s 250,000	s Included  EACH OCCURRENCE
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	OTHER			\$ \$	

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

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

CERTIFICATE HOLDER:

Alameda County Public Health Department 1000 Broadway Oakland CA 94607

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

John Stephens

**AUTHORIZED REPRESENTATIVE** 

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The Certificate of Coverage of entity(ies), authorized represe amend, extend or alter the co	on the reverse side of t	his form does n	ot constitute a cor	ntract between	the issuing
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#### **ENDORSEMENT**

#### ADDITIONAL COVERED PARTY

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

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

#### Additional Covered Party:

Alameda County Public Health Department 1000 Broadway Oakland CA 94607

#### As Respects:

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

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

Authorized Representative

Issue Date: 6/22/2017



#### CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Alliant Insurance Services, Inc. 1301 Dove St Ste 200			nt(s).		CONTAC NAME: PHONE (A/C, No.	T Afi Alam <sub>Ext):</sub> 949-66 <sub>S:</sub> Afi.Alame		FAX (A/C, No	); 949-	756-2713
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CERT	IFICATE HOLDER				CAN	CELLATION	<u> </u>			
								DESCRIBED POLICIES B IEREOF, NOTICE WIL		
	Alameda County Public Hea Attn: Dale Murai Program Specialist, Nutritior 1000 Broadway Oakland CA 94607		•	nent	AC	CORDANCE W	ITH THE POL	ICY PROVISIONS.	L DE	DELLVERED

#### 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.

Last revised: 1/2015

#### C. General Requirements for All Audits:

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

#### II. AUDIT REPORTS

#### A. For Single Audits

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

#### B. For Audits other than Single Audits

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

Last revised: 1/2015

#### III. AUDIT RESOLUTION

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

#### IV. ADDITIONAL AUDIT WORK

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

Last revised: 1/2015

#### **EXHIBIT F**

# COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: Oakland Unified School District		
PRINCIPAL:  SIGNATUR Mimee Eng  5-1078	TITLE: _	· · · · · · · · · · · · · · · · · · ·
President, Board of Education		
Kyla R. Johnson-Trammell Secretary, Board of Education		File ID Number: 18-0600 Introduction Date: 5-9-18 Enactment Number: 18-0811 Enactment Date: 5-9-18 11 By:

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



# Memo

To

**Board of Education** 

From

Antwan Wilson, Superintendent

Board Meeting Date

(To be completed by Procurement)
Subject

August 12, 2015

Community Based Organization - Master Contract - <u>Alameda County Public Health</u> 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

https://www.sam.gov/

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

			MAS	STER CONTI	RACT EXI	IIBIT A &	B COVERSHE	ET			
Dept Nar	ne: Public	Health		Vendor ID #:	32634		Boa	ırd PO #:			
			laster Contract	Contract #: 900322		ırement Co	ntract #:	Budget Year: 2015-16			
Acct#	Fund#	Dept#	Program #	Subclass #	Project /	Grant #	Amount to be	Encumbered	Total Contract	Amount	
610341	10000	350905	00000		PHG090	H43800	\$177	,472	\$399,31	3	
Justificat	ion if partia	al encumbra	ance or liquidat	ion requested:	27 month Pr	rocurement	Contract prorated t	o colncide with the	e County fiscal year.		
								<b>\$200.24</b> 2			
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Contracto	or Contact 1	Person: Mi	chelle Opp	en			E-mail (Contact):	michelle.oppe	en@ousd.k12.ca	ı.us	
Contract	Service Ca	tegory: Nu	utrition Edu	cation and	Outread	h	Estimated Units				
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#### **EXHIBIT A**

#### PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

<b>Contracting Department</b>	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:
  - o Golden Sneakers Competition
  - o Bike to School Day
  - o 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.

Oakland Unified School District Be Oakland, Be Active Safe Routes to School Project Contractor:

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t Term: July 1,
Contract 1

1. Coordinate and facilitate school-based efforts of the school program at 41 targeted schools in Oakland.  Safe Routes to school administrators program at 41 targeted schools in Oakland.  Program: A thave oversight champions; co overall wellnes SRTS Champiall SRTS actives particular and the schools. Equipped to school and the school are school. Equipped to school and the school and the school and the school are school and the school and	Serve as gateway for access to Oakland Unified	Responsible	Dounet Courtour Chydone
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p	School District personner and school sites	OUSD Program	Tallies, Teacher evaluations
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			Patrol monthly reports,
Program: A thave oversight champions; converall wellne SRTS Champiall SRTS active Patrol). Equit	Safe Routes to School Wellness Champion		Compare results of different
have oversight champions; co overall wellne SRTS Champi all SRTS activ Patrol). Equit	Program: A teacher on special assignment will		schools that have different
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all SRTS active Patrol). Equit	SRTS Champions will attend trainings and lead		program.
Patrol). Equip	all SRTS activities at school sites (except Safety		
	Patrol). Equipment provided will include OUSD		
Bike Blender (	Bike Blender (to lend to all schools); Promotion		
Materials for a	for all schools.		
Teacher Trai	raining Curriculum: Develop and		
offer a Safe Ro	offer a Safe Routes to School educator guide for		
teachers of K-	teachers of K-5. Offer teacher training to all		
schools and ke	schools and keep track of students reached.		
Professional d	Professional development regarding Safe Routes		
will be availat	will be available to a limited number of schools		
dependent on staffing.	staffing.		
Walk to Scho	Walk to School Events: Provide existing SR2S		
Alameda Com	Alameda County program offerings, available to		
up to 20 public	up to 20 public elementary schools in Oakland,		
and consisting	and consisting of at least three major events per		

# Be Oakland, Be Active Safe Routes to School Project Oakland Unified School District Contractor:

Contract Term: July 1, 2015 – September 30, 2017

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

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

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.	

(Revised 5/12)

#### **EXHIBIT B - TERMS OF PAYMENT**

<b>Contracting Department</b>	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
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:

- 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.
- 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 C	OVERAGE	6/29/2015		
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 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  GENERAL LIABILITY  I CLAIMS MADE OCCURRENCE GOVERNMENT CODES FOR A OMISSIONS	NCR 01711-07	7/1/2015 7/1/2016	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
Α	AUTOMOBILE LIABILITY  ANY AUTO HIRED AUTO NON-OWNED AUTO GARAGE LIABILITY AUTO PHYSICAL DAMAGE	NCR 0171-107	7/1/2015 7/1/2016	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY  I ✓ ALL RISK  I ✓ EXCLUDES EARTHQUAKE & FLOOD  I BUILDER'S RISK	NCR 01711-07	7/1/2015 7/1/2016	s 250,000	\$ 250,250,000 EACH OCCURRENCE
Α	STUDENT PROPESSIONAL LIABILITY	NCR 01711-07	7/1/2015 7/1/2016	s 250,000	s Included  EACH OCCURRENCE
	WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			\$	
С	EXCESS WORKERS COMPENSATION [   EMPLOYERS' LIABILITY			5	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			8	

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

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

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

CERTIFICATE HOLDER:

Alameda County Health Care Services Agency 1000 San Leandro Blvd. San Leandro CA 94577 CANCELLATION......SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.

John Stephens

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

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 INSURERIS). AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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(les) must be endorsed, if SUBROGATION IS WAIVED, subject to the

	ns and conditions of the policy, cert ificate holder in lieu of such endorse			may require an	ndorse	ement. A staten	nent on this ce	rtificate does not confer rig	ints to the
PRODUCER Alliant Insurance Services, Inc. 1301 Dove St., Suite 200 Newport Beach, CA 92660 849-756-0271• Fax 949-758-2713• License No. 0C36861			N	CONYACT NAME: PHONE: PHONE					
				E-MAIL ADDRESS:					
			P	PRODUCER:					
INSU	RED:				c	USTOMER ID #	NSUBERIAL AFFOL	RDING COVERAGE	NAIC #
				-					
Oakland Unified School District				-				16608 12831	
1000 Broadway Street			-	INSURER C: State Mational Insurance Company 12					
O	akland, CA 94607				-	NSURER D:			-
						NSURER E:			-
					17	NSURER F:			
COV	/ERAGES		C	ERTIFICATE NU	MRER:			REVISION NUMBER:	
THIS NOT PERT	IS TO CERTIFY THAT THE POLICIES OF MTHSTANDING ANY REQUIREMENT, TERM TAIN, THE INSURANCE AFFORDED BY THE F HAVE BEEN REDUCED BY PAID CLAIMS.	OR CO	RANCE NOITION	LISTED BELOW HA	VE BEE	N ISSUED TO TH	WITH RESPECT TO	MED ABOVE FOR THE POLICY O WHICH THIS CERTIFICATE MAY	BE ISSUED OR MAY
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMB	ER	POLICY EFF (MM/DD/YY)	POLICY EXP		
LTR	GENERAL LIABILITY	INSR	WVD			(MANDONAA)	(MM/DD/YY)	EACH OCCURRENCE	
ŀ						i		DAMAGE YO RENTED	
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	CLAIMS MADE OCCUR	1					1	PERSONAL & ADV INJURY	
1	GEN'L AGGREGATE LIMIT APPLIES PER:	1						GENERAL AGGREGATE	
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	AUTOMOBILE LIABILITY EXCESS OF SIR						-	COMBINED SINGLE LIMIT	
1	ANY AUTO							(Ea Accident)	
	ALL OWNED AUTOS	1	1 1					BODILY INJURY ( Per person)	
	SCHEDULED AUTOS		1 1					BODILY INJURY (Per accident)	
			1 1					PROPERTY DAMAGE	
	HIRED AUTOS	i				1		(Per Accident)	
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В	ANY PROPRIETORY/PARTHER / EXECUTIVE N	N/A		NDE-0848943	-15	07/01/15	07/01/16	E.L. EACH ACCIDENT	\$1,000,000
	(MANDATORY IN NH) IF YES, DESCRIBE		1 1					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	UNDER DESCRIPTION O FOPERATIONS BELOW	1						E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER	+	-					· · · · · · · · · · · · · · · · · · ·	41,000,000
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EVI	DENCE OF COVERAGE ONLY. RE:	Fiscal	Year,	July 1, 2015 – Ju	ne 30, 2	2016			
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Al:	ameda County Health Services Agency 00 San Leandro Blvd. Suite 300 an Leandro CA 94577	•		1 1	HE EXP	D ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE (PIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN RDANCE WITH THE POLICY PROVISIONS.			
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DISCLAIMER	
The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.	
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#### **ENDORSEMENT**

#### ADDITIONAL COVERED PARTY

COVERED PARTY Oakland Unified School District	COVERAGE DOCUMENT NCR 01711-07	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 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 herby 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 Genera 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

- 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.

Last revised: 1/2015

### 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.

Last revised: 1/2015