Board Office Use: Legislative File Info.				
File ID Number	20-2059			
Introduction Date	11/12/20			
Enactment Number	21-0020			
Enactment Date	1/13/2021 os			



Memo

Memo	
То	Board of Education
From	Kyla Johnson-Trammell, Superintendent
	Andrea Bustamante, Executive Director, Community Schools and Student Services Department
	Michelle Oppen, Wellness Coordinator, Community Schools and Student Services Department
Board Meeting Date	November 12, 2020
Subject	Community-Based Organization – Alameda County Health Care Services Agency –
	Community Schools and Student Services Department
Action Requested and Recommendation	Approval by the Board of Education of the new Alameda County Health Care Services Agency Community-Based Organization ("CBO") Master Contract Cover Sheet to amend the CBO Master Contract to incorporate six Exhibits:
	-
	Exhibit A – Program Description and Performance Requirements
	Exhibit B – Line Item Budget
	Exhibit C – Insurance Requirements
	Exhibit D – Audit Requirements
	Exhibit E – HIPAA Business Associate Agreement
	Exhibit F – Debarment and Suspension Certification
	Approval of this new cover page will amend the CBO Master Contract between the District
	and Alameda County Health Care Services Agency by adding six exhibits and will enable the
	continued funding of promotion of walking and biking to and from school and in the
	community and bicycle and pedestrian safety education.
Background (Why do we need these services? Why have you selected this vendor?)	There is a link between student academic performance and health and wellness. Students who have access to appropriate nutrition and physical activity will ultimately do better in school. Alameda County Public Health Department, through its Alameda County Health Care Services Agency, supports the health of youth in the county and therefore is investing in the health of students at OUSD schools
Fiscal Impact	Funding resource(s): 9206/Alameda County Public Health and Wellness in an amount not to exceed \$255,000.00. OUSD will invoice County of Alameda for services provided on a quarterly basis.



Attachments

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

COMMUNITY-BASED ORGANIZATION (CBO) MASTER CONTRACT EXHIBIT COVERSHEET

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

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

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

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

Dept. Contact Jenny \	Nang Phon	e (510) 268-4222	Email	Jenny.Wang@acgov.org

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

	COUNTY OF ALAMEDA			<u>CONTRACTOR</u>	
BERE	Signature	Date	Ву	Signature	Date 1/14/2021
Name	Kimi Watkins-Tartt		Name	Dr. Kyla-Johnson Trammell	
Title	Director, Alameda County Po Department	ublic Health	Title	Superintendent	
	Approved as to Form			marboy	1/14/2021
	Andrea Opps		Sha	anthi Gonzales, President, BOE	Date
	Deputy General Coun	isel		L	ast Revised 9/13/2019

(Revised 5/12)

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

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

I. Program Name

Active and Safe Oakland

II. Contracted Services

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

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

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

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

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

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

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

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

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

III. Program Information and Requirements

A. Program Goals

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

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

OUSD will be responsible for:

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

B. Priority Population

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

1.	The students, parents and comm	unities of the following OUSD Elemen
	Acorn Woodland Elementary	Garfield Elementary
	Allendale Elementary	Horace Mann Elementary
	Bridges Academy	International Community
	Brookfield Elementary	Markham Elementary
	Community United elementary	Martin Luther King, Jr.
	East Oakland Pride Elementary	Parker Elementary
	Encompass Academy	Reach Academy
	Fred T. Korematsu Discovery	Sankofa Academy
	Futures Elementary	Think College Now

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

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

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

4. Limitations of Service: Not Applicable

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

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

D. Minimum Staffing Requirements / Qualifications

Contractor will provide:

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

OUSD community partner to provide: One FTE SR2S Coordinator to provide Safe Routes to School site coordination for 18 Oakland schools to (1) provide Safe Routes to Schools program support for encouragement activities, including International Walk and Roll to School Day events, Golden Sneaker contest, Bike to School Day, Regular Walk and Roll Events, etc. (50%). and (2) support schools in scheduling educational activities (30%) and (3) lead walking school bus implementation (establishing, training, and maintaining walking school buses in up to 10 schools) (20%) and (3) This staff, will bring together all of the disparate SR2S programming elements available to Oakland schools and present them

as one unified program, making it easier for each individual school to participate and to get the most out of the program, and (4) pilot strategies with up to two housing sites located near high need schools.

IV. Contract Deliverables and Requirements

A. Process Measures

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

B. Outcome Measures

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

V. Reporting and Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

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

B. Other Requirements: N/A

VII. Entirety of Agreement

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

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

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



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

Bus Programs, and the Golden Sneaker Walking Encouragement program

Process Objectives	"How Much" Performance Measure	Data Collection Tool	Quality Objective	"How Well" Performance Measure	Data Collection Tool	Impact Objective	"Is anyone better off?" Performance Measure	Data Collection Tool
SRTS Volunteer Site Champions & SRTS Wellness Champions: OUSD Health & Wellness & subcontractor oversight of SRTS staff & parent champions; co- coordinate trainings; link to overall wellness champion program. Up to 30 Champions in total will attend trainings/lead school site SRTS activities except Safety Patrol.	 # of SRTS Volunteer Champions # of SRTS Wellness Champions # of SRTS Volunteer Champions that attend/lead trainings # of SRTS Wellness Champions that attend/lead trainings 	 Training rosters ASO tracking tool 	 At least 55% of SRTS Wellness Champions will attend trainings and run school site activities. At least 55% of SRTS Volunteer Champions will attend training and run school site activities 	 # of SRTS well attended programs and activities on campus. % of teacher surveys that rate the SRTS Program as impactful or highly impactful. 	 Champion Activity Logs ASO tracking tool Retrospectiv e Teacher Survey 	 A 1.5% increase of students who walk, bike or carpool to school will be evidenced year to year. 	 % of students who walk, bike or carpool to school increases. 	 Parent Surveys Classroom Tallies (or Alameda County Transportatio n Commission online tool) Event Tallies Principal and Volunteer Site Champion survey in coordination with ASO partners.



Alameda County Health Care Services Agency Community Health Services

Community He								
Comprehensive Menu of Services: SRTS services offered to up to 18 public	 # of major events (Walk and Roll to 	 ASO tracking sheets 	 Of ASO Schools, 60% conduct at 	 Of ASO Schools, % conducting at 	 ASO tracking sheets 	 70% of schools that participated in 	 % of Schools that participated 	 End of year qualitative survey
to 18 public elementary, charter, and/or middle schools in Oakland, consisting of at least (1) Walk and Roll to School Day, at least (1) Bike to School Day, 2-week Golden Sneakers Competition, participation & organization of International Walk/Roll Day, & pursue the following encouragement activities depending on availability: coordinate an assembly, bike rodeo or pedestrian safety demo.	School, Golden Sneaker, Back to School Day), # encourageme nt activities (ex. Monthly walk & roll to school days) # of schools opting in to Comprehensiv e Menu of Services (education activities) # of schools receiving Curriculum trainings		 least 2 of the major events 50% will implement at least 1 encouragement activity. 65% will opt in to at least 1 educational activity from the menu of services Of ASO Schools, 60% receive curriculum trainings, (metric = % of schools with champion receiving training) 	 least 2 of the major events % implementing at least 1 encouragement activity. % opting in to at least 1 educational activity from the menu of services 		encouragement / education & major events, and curriculum trainings will report satisfaction and success.	in encouragem ent / education & major events and curriculum trainings reporting satisfaction and success.	
Affordable Housing outreach and encouragement: Informing families at 1- 3 affordable housing	 # encourage- ment activities (ex. Monthly walk & roll to 	 ASO tracking tool 	Each Affordable Housing development	 # of SRTS well- attended programs and activities at 	# of attendees	75% of Affordable Housing developments	 # of Affordable Housing develop- 	 End of year qualitative survey



Alameda County Health Care Services Agency Community Health Services

Results-Based Accountability (RBA) Performance Measure Development Worksheet

developments each	school days,	will implement	housing		at each	that	ment that	
year to increase active	Bike to school	at least 1	developments		event	participated in	participated	
and safe	Days)	encourage-	•% of			encouragement	in	
transportation in neighborhoods near	 # of educational 	ment activity.	participant	•	Retrospec	/ education	encourage-	
schools	events	Each	surveys that		tive	events, will	ment /	
56110015	scheduled (ex.	Affordable	rate		Participan	report	education	
	Bike Mobile	Housing	educational		t Survey	satisfaction and	major events	
	visit, bike safety	development	programming			success.	reporting	
	training)	will implement	as impactful or				satisfaction	
		at least 1	highly				and success.	
		educational	impactful.					
		activity						

EXHIBIT B-1 LINE ITEM BUDGET

Contractor: Oakland Unified School District		Contract	Term: 10/01/2020	to 09/30/2023
BUDGET CATEGORIES	# MTHS.	TOTAL FTE	ANNUAL SALARY	TOTAL FUNDING
A. TOTAL SALARIES & WAGES	WITTO.		JALANT	\$3,00
Administration, Oversight and Program Management: Salaries and Benefits				\$3,00
•0.20 FTE Specialist to work with Safe Routes to School Wellness Champions, provide regular communication about wellness champion deliverables, participate in planning in quarterly planning meetings and quarterly contract oversight meetings.				
•0.15 Administrator to supervise Specialist, oversee Transform Contract and oversee contract from Alameda County.				
B. FRINGE BENEFITS RATE USED	<u> </u>			\$(
TOTAL SALARIES plus FRINGE BENEFITS				\$3,000
C. TOTAL TRAVEL				\$(
				\$
National Travel D. TOTAL EQUIPMENT				\$ \$(
				<u> </u>
				\$
E. TOTAL SUPPLIES				\$(
				¢252.000
F. TOTAL SUBCONTRACT/CONSULTANT COSTS 1) Safe Routes to School Wellness Consultants				\$252,000 \$87,00
				ψ07,00
2) Transform				\$165,00
Site coordination for Safe Routes education and encouragement activities including maintenance of records, support with safe routes near housing and other tasks as needed. •0.5 FTE Transform Site Coordinator •18 schools •Coordinator could do only specific SRTS tasks and focus on school sites near identified housing sites.				
G. TOTAL OTHER EXPENSES				\$(
G. TOTAL OTHER EXPENSES				
H. TOTAL DIRECT EXPENSES				\$255,000
I. TOTAL INDIRECT COSTS USED @				\$(
TOTAL CONTRACT BUDGET				\$255,000
Prepared by: Rachel P. Paras, Supervising Program Spec	ialiast	Date:	14-Sep-2020	ALAMIDA COUNTY



EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS					
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage					
В	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage					
С	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease					
D	 <u>Endorsements and Conditions:</u> <u>ADDITIONAL INSURED:</u> All insurance required above with the exception of the compensation and Employers Liability, shall be endorsed to name as Supervisors, the individual members thereof, and all County officers, and all County officers. 	additional insured: County of Alameda, its Board of					
	 DURATION OF COVERAGE: All required insurance shall be maintain following exception: Insurance policies and coverage(s) written on a c term of the Agreement and until 3 years following termination and acc the retroactive date of said insurance (as may be applicable) concurre Agreement. 	laims-made basis shall be maintained during the entire eptance of all work provided under the Agreement, with					
	 REDUCTION OR LIMIT OF OBLIGATION: All insurance policies sha Indemnified Parties and Additional Insured(s). Pursuant to the provisi the Contractor shall not reduce or limit Contractor's contractual obligation 	ons of this Agreement, insurance effected or procured by					
	4. INSURER FINANCIAL RATING: Insurance shall be maintained throu or equivalent, shall be admitted to the State of California unless other amounts acceptable to the County. Acceptance of Contractor's insura Contractor hereunder. Any deductible or self-insured retention amoun sole responsibility of the Contractor.	wise waived by Risk Management, and with deductible ance by County shall not relieve or decrease the liability of					
	5. SUBCONTRACTORS: Contractor shall include all subcontractors as furnish separate certificates and endorsements for each subcontracto the requirements stated herein.						
	 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party) or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 						
	 CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 						
	8. CERTIFICATE OF INSURANCE: Before commencing operations und of Insurance and applicable insurance endorsements, in form and sati coverage is in effect. The County reserves the rights to require the Correquired insurance policies. The require certificate(s) and endorsements	isfactory to County, evidencing that all required insurance ontractor to provide complete, certified copies of all					
	 Department/Agency issuing the contract With a copy to Risk Management Unit (125 – 12th Street, 3rd Flocence) 	oor, Oakland, CA 94607)					

MAIL	DO	CU	M	ENT
Cortificate of Inc				

Certificate of Insurance Delivery by ecertsonlineTM

Sender:	Robyn Tryon
Phone:	510-986-6750
Subject:	Cert No. 56690722 - Certificate of Coverage: Oakland Unified School District - Alameda County
Date:	Public Health Department 7/23/2020
No. of Pages:	4
URL:	www.keenan.com

Alameda County Public Health Department 1000 Broadway Oakland CA 94607

This document was created by eCertsONLINE.

The attached document(s) contain certification of insurance coverage for the insured named in the subject above. Your company is listed as the organization requesting receipt of these documents.

If this document is sent via e-mail, you must click on the attached PDF document. The document is in a pdf format, and you must have Adobe Acrobat Reader installed on your system. To download the Adobe Reader for free, visit www.Adobe.com.

If you have any questions regarding the content of this message, you should contact the Producer/ Agency listed on the attached/linked documents.

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Northe	rn California ReLiEF	CERTIFICATE	OF COVERAGI	E		Issue Date 7/23/2020
ADMIN	strator: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607	LICENSE # 045127	AND CONFERS	ATE IS ISSUED AS A M NO RIGHTS UPON TH DOES NOT AMEND, EX THE COVERAGE DOC	E CERTIFICA TEND OR AL	TE HOLDER. THIS TER THE COVERAGE
	,		ENTITIES AFI	FORDING COVERAGE:		
	510-986-6750 www.keenan.com			lorthern California	ReLiEF	
Oakla	ED PARTY: and Unified School District Broadway, Suite 680 and CA 94607		ENTITY B: ENTITY C: ENTITY D: ENTITY E:			
REQUI	TO CERTIFY THAT THE COVERAGES LISTED REMENT, TERM OR CONDITION OF ANY CONT DED HEREIN IS SUBJECT TO ALL THE TERMS	FRACT OR OTHER DOCUMENT	WITH RESPECT TO WHICH			
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE		LIMITS
A	GENERAL LIABILITY [] GENERAL LIABILITY [] CLAIMS MADE () OCCURRENCE [] GOVERNMENT CODES [] ERRORS & OMISSIONS []	NCR 01711-12	7/1/2020 7/1/2021	\$ 100,000		single limit each occurrence
A	AUTOMOBILE LIABILITY	NCR 01711-12	7/1/2020 7/1/2021	\$ 100,000		single limit each occurrence 00,000
A	PROPERTY [✓ ALL RISK [✓ EXCLUDES EARTHQUAKE & FLOOD [] BUILDER'S RISK	NCR 01711-12	7/1/2020 7/1/2021	\$ 250,000	\$ 250,2 EACH OCC	50,000 CURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-12	7/1/2020 7/1/2021	\$ 100,000	s Inclui Each occi	
	WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	[] WC STAT \$ E.L. EACH A	TUTORY LIMITS [] OTHER
	EXCESS WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			\$	\$	SE - EACH EMPLOYEE SE - POLICY LIMITS
	OTHER			\$ \$		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: As respects to agreement # 900322 between the Alameda County Public Health Department and Oakland Unified School District for their annual nutrition services grant for the Nutrition Education Obesity Prevention Program and Coordination through the coverag expiration date.						

Alameda County Public Health Department 1000 Broadway Oakland CA 94607 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

toh 45

AUTHORIZED REPRESENTATIVE

John Stephens

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.

eCertsOnline.com

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR	
Oakland Unified School District	NCR 01711-12	Keenan & Associates	

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

Additional Covered Party:

Alameda County Public Health Department 1000 Broadway Oakland CA 94607

As Respects:

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

John State

Authorized Representative

Issue Date: 7/23/2020

CERTIFICATE OF COVERAGE

ISSUE DATE 07/23/2020

PUBLIC RISK INNOVATION, RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES					
SOLUTIONS AND MANAGEMENT CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT C/O ALLIANT INSURANCE SERVICES, INC. CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER				
PO BOX 6450 IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROG NEWPORT BEACH, CA 92658-6450 Memorandums of Coverage must be endorsed. A statement on this certificate rights to the certificate holder in lieu of such endorsement(s). PHONE (949) 756-0271 / FAX (619) 699-0901 rights to the certificate holder in lieu of such endorsement(s).					
LICENSE #0C36861 COVERAGE AFFORDED BY: A - See attached schedule of insure	rers				
Member: OAKLAND UNIFIED SCHOOL DISTRICT ATTN: REBECCA LITTLEJOHN					
1000 BROADWAY SUITE 440 COVERAGE OAKLAND, CA 94607 AFFORDED BY: C					
COVERAGE AFFORDED BY: D					
Coverages THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF A OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVER BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND O SUCH MEMORANDUMS AND POLICIES.	F ANY CONTRACT OR ERAGE AFFORDED				
CO LTRTYPE OF COVERAGEMEMORANDUM/ POLICY NUMBERCOVERAGE EFFECTIVE DATECOVERAGE EXPIRATION DATEL	LIABILITY LIMITS				
COMPENSATION & Schedule of EMPLOYER'S LIABILITY Insurers for policy numbers EMPLOYER'S LIABILITY EMPLOYER'S LIABILITY Insurers for policy numbers EMPLOYER'S LIABILITY EMPLOYER'S	DRKERS' COMPENSATION: ference between atutory and Member's 00,000 Retention IPLOYERS' LIABILITY: ference between 000,000 and Member's tention				
LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.					
Description of Operations/Locations/Vehicles/Special Items: AS RESPECTS EVIDENCE OF COVERAGE AGREEMENT BETWEE OAKLAND UNIFIED SCHOOL DISTRICT AND ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT FOR NUTRITION EDUCATION OBESITY PREVENTION PROGRAM AND COORDINATION.					
Certificate Holder					
BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WI	SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.				
3600 TELEGRAPH AVE. AUTHORIZED REPRESENTATIVE OAKLAND, CA 94609	AUTHORIZED REPRESENTATIVE				
Gina Dean	Gina Dean				
Public Risk Innovation, Solutions and Management					

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

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

Exhibit D

Audit Requirements

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

I. AUDIT REQUIREMENTS

- A. <u>Funds from Federal Sources:</u>
 - 1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
 - 2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
 - 3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.506(c).

B. Funds from All Sources:

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

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

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

C. <u>General Requirements for All Audits:</u>

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

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

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

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

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

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

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

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

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

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

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

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

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

VI. INDIVIDUAL CONTROL OVER PHI

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

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

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

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

Name: Oakland Unified School District

By (Signature)	:_ marboy	
Print Name:	Shanthi Gonzales	
Title:	President, BOE	

EXHIBIT F

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: OAKLAND UNIFIED SCHOOL DISTRICT			
PRINCIPAL:	TITLE:		
SIGNATURE:	DATE:		

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



Memo	
То	Board of Education
From	Kyla Johnson-Trammell, Superintendent
Board Meeting Date (To be completed by Procurement)	<u>June 27, 2018</u>
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): <u>9206/Alameda County Public Health and Wellness</u> in the amount of <u>\$75,000.00.</u>
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.
 Support for wellness champion stipend for teachers, school site staff or parents. Technical assistance and materials for International Walk to School Day. 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). Technical assistance and materials for Bike to School Day. Education and assembly programming on pedestrian and bike safety in life and around schools.
Was this contract competitively bid? Yes No 🗸
If No, answer the following:
1) How did you determine the price is competitive?
We provided a scope of work and budget and it was approved.

÷

2)	Please check the	competitive bio	exception	relied upon:
		competitive bit	cheepelon	renea apont

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

Form 110-8 Rev 09/30/15

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COMMUNITY BASED ORGANIZATION MASTER CONTRACT EXHIBIT A & B COVERSHEET

Dept Nan	ne: Public	Health		_Vendor ID #	32634		Board	1 PO #:			
Bus Unit:	PHSVC	M	laster Contract	#: 900322	Ртоси	rement Co	ontract #: 12210	Budget	Year: 2	017-2018	
Acct #	Fund #	Dept #	Program #	Subclass #	Project /		Amount to be E		1-	Contract Amount	
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Justificati	ion if partia	al encumbra	ance or liquidat	tion requested:	:						
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Federal F	unds Waiv	er #:					Contract Maximun	1: 474,313			
Procurem	ent Contra	ct Begin D	ate: 07/01/20	15 Expire I	Date: 09/30/	/2018	Period of Funding	From: 04/01/20	18 1	o: 09/30/2018	
		Jenny V					#: 510-268-4222				
		Oaldan	d Unified Sch	ool District	10	erephone (τ		QIC CO		
	or Name: _		outes to Scho								
Project N	ame:				nd CA 946	07		•			
			roadway Suit	e 150 Oakia	nu, CA 340	01				. 116	
Remittan	ce Address	same					ALCO	LINK Vendor			
		510	870-2612		510-879-46	05	-		OS Dist		
Contractor Telephone #: 510-879-2612 Fax #: 510-879-460 Contractor Contact Person: Michelle Oppen						00	E-mail (Signatory): kyla.johnson@ousd.org E-mail (Contact): michelle.oppen@ousd.org				
Contracto	or Contact	Person: N	utrition Educt	ion and Outr	reach					usuloig	
			utrition Educt		eaci		Estimated Units of	Service:	2		
Method of	of Reimbur	sement (In	voicing Proced	ures):							
History of Funding:			Orig	inal	Amendment	#1	Amendment #2	Amendment #3		Amendment #4	
Funding Level			\$399		\$399,313	3	\$474,313				
Amount of Encumbrance			\$177		0.00		75,000				
File Date			7/21		11/7/17				-		
File / Iter	m #		2960		9						
Reason				Ex	tend term through	3/30/18		/			
Funding Source Allocation:		Federal - CFDA #:			State County			7			
-			\$			\$474,313\$					
771				1 - 1			President, Board ceived, negotiated a	of Education			
The sign	nt with all	provisions	that the attach	led Exhibits A Contract.	A and B have	e been red	ceived, negotiated a	ind finalized. T	he Con	tractor also signif	
DEPAR'						CO	VIRACTOR /	12	-		
By IN						By	And h	Signature			
B.duméus I	Davia ME		ignature			Ky	la Johnson-Tram				
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Print or Type Name Title Director, Public Health Date						Title	Buperintendent			Date	
<u>, ino</u>				Date							
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								Signature			
								Print or Type]	Name		
						Title	e			Date	

(Revised 5/12)

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

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

I. Program Name

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

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

Menu of options include:

1. Training for a designated wellness champion who oversees a monthly "Walk and Roll to School Day" and 3 major events:

 Golden Sneakers Competition: Provide the Golden Sneaker contest to up to 20 schools

- Bike to School Day
- 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.

Results-Based Accountability (RBA) Performance Measure Development Worksheet



 Organization
 Oakland Unified School District (OUSD)

 Program
 Be Oakland Be Active (BOBA) – Safe Routt

Goal/Result

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 Be Oakland Be Active (BOBA) – Safe Routes To School 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		 Parent 	 At least 70% 	 # of SRTS 	 Wellness 	 There will be a 	= % of	 Parent
School Wellness	• ; # of	surveys	of SRTS	Wellness	Champion	year to year	students who	Surveys
Champion	Wellness	 Wellness 	Wellness	Champions	Activity Logs	increase of	walk, bike or	 Classroom
Program: OUSD	Champions -	Champion	Champions	will have	 Retrospective 	students who	carpool to	Tallies
Health and	that attend	Activity Logs	will attend	well-	Teacher Survey	walk, bike or	school	 Event Tallies
Wellness and	trainings	 Training 	trainings,	attended		carpool to	increases.	A+ 96 - 1
subcontractor	• # of	rosters	complete	programs		school.	× 11,	
oversight of SRTS	Wellness		activity logs	and activities				
staff & parent	Champions		and run	on campus.				24/2
champions; co-	that attend		school site	 % of teacher 				
coordinate ?	site wellness		activities.	surveys that				
trainings; link to	councils.			rate the Safe				Contraction of the second
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Champions will				highly				1
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trainings/lead all				「「「「「「「」」」			and the second se	
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Safety Patrol).								Contraction of the second
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include OUSD								
Bike Blender (to								the second second
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schools);								
Control Inc.								creat t
Promotion Materials for all					Structure and			10. C
schools							The second second	
Walk to School	 # walk to 	 Transform 	 At least 70% 	% of schools	 Transform logs 	 70% of schools 	 % of schools 	 Event Tallies
Events: Provide	school events	tracking	of SRTS	who run event	 Wellness 	had Walk to	had Walk to	 Classroom
SR2S Alameda	 # of schools 	sheets	Wellness	successfully.	Champion	School Events	School Event	Tallies
County available	 # of events 	 Wellness 	Champions		Activity Logs	where tallies of	will increase	 Activity Logs
program		Champion	will attend		 Teacher 	transportation	# of students	
offerings to up to		Activity Logs	trainings and		Retrospective	methods were	who walk,	
20 public			run school		Survey	captured and	bike and	
elementary		「中国の上海」	site activities.			walking/biking	carpool to	
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consisting of at		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1				4		
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pedestrian &				A A A A A A A A A A A A A A A A A A A				
bicycle safety;								×
bike education;								
free bike repair						A A A A A A A A A A A A A A A A A A A		
via the bike			「空間を見					
mobile;								
weekly/monthly				1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1				
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provided as						100 - 1 - 100 - 10		14 4 12 A

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EXHIBIT B - TERMS OF PAYMENT

(Revised 5/12)

Public Health	
Oakland Unified School District	
July 1, 2015 – September 30, 2018	
Be Active Be Oakland, Safe Routes to School	9 iz
91693	
\$ 474,313	
	Oakland Unified School District July 1, 2015 – September 30, 2018 Be Active Be Oakland, Safe Routes to School 91693

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:

at it	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
3	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
	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
)	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
	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
	Endorsements and Conditions:	
	 ADDITIONAL INSURED: General Liability, Automobile Liability, and Direct name as additional insured: County of Alameda, its Board of Supervisors, temployees and volunteers. Employee Dishonesty and Crime Insurance Por arise): County of Alameda, its Board of Supervisors, the individual member volunteers. 	the individual members thereof, and all County officers, agents, olicy shall be endorsed to name as Loss Payee (as interest may rs thereof, and all County officers, agents, employees and
	2. DURATION OF COVERAGE: All required insurance shall be maintained d exception; Insurance policies and coverage(s) written on a claims-made ba and until 3 years following termination and acceptance of all work provided (as may be applicable) concurrent with the commencement of activities pur	asis shall be maintained during the entire term of the Agreement I under the Agreement, with the retroactive date of said insurance rsuant to this Agreement.
	 REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be Parties and Additional Insured(s). Pursuant to the provisions of this Agreen limit Contractor's contractual obligation to indemnify and defend the Indemni 	ment insurance produced by the Contractor shall not reduce as
	 INSURER FINANCIAL RATING: Insurance shall be maintained through a equivalent, shall be admitted to the State of California unless otherwise wa acceptable to the County. Acceptance of Contractor's insurance by County Any deductible or self-insured retention amount or other similar oblig the Contractor. 	in insurer with a A.M. Best Rating of no less than A: VII or lived by Risk Management, and with deductible amounts
	 SUBCONTRACTORS: Contractor shall include all subcontractors as an in certificates and endorsements for each subcontractor. All coverages for su herein. 	nsured (covered party) under its policies or shall furnish separate ubcontractors shall be subject to all of the requirements stated
	 JOINT VENTURES: If Contractor is an association, partnership or other joi one of the following methods: Separate insurance policies issued for each individual entity, with each minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other join 	h entity included as a "Named Insured (covered party), or at
	 CANCELLATION OF INSURANCE: All required insurance shall be endors of cancellation. 	sed to provide thirty (30) days advance written notice to the Coun
	 CERTIFICATE OF INSURANCE: Before commencing operations under thi and applicable insurance endorsements, in form and satisfactory to County County reserves the rights to require the Contractor to provide complete, ca certificate(s) and endorsements must be sent to: 	/ evidencing that all required incurance coverage is in effect. The
	 Department/Agency issuing the contract With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oa 	akland CA 94607)

Northe	n California ReLiEF	CERTIFICATE O	FC	OVERAGE				issue I	Pate 6/22/2017
ADMIN	strator: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607	LICENSE # 0451271		AND CONFERS CERTIFICATE D AFFORDED BY	NO RIO OES N THE C	ISSUED AS A MA BHTS UPON THE OT AMEND, EXT OVERAGE DOCU	E CERTIFICA	TER TH	DER. THIS
	510-986-6750 www.keenan.com					G COVERAGE:	D		
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Oakla	Broadway, Suite 680 and CA 94607			ENTITY C:					
				ENTITY D: ENTITY E:					
REQU	S TO CERTIFY THAT THE COVERAGES LISTED (REMENT, TERM OR CONDITION OF ANY CONTI DED HEREIN IS SUBJECT TO ALL THE TERMS (RACT OR OTHER DOCUMENT \	NITH RE	OVERED PARTY NA	MED AB	OVE FOR THE PER RTIFICATE MAY BE	RIOD INDICAT	ED. NO MAY PER	TWITHSTANDING ANY TAIN. THE COVERAGE
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A	GENERAL LIABILITY	NCR 01711-09		7/1/2017 7/1/2018	\$	250,000		SINGLE	LIMIT EACH OCCURRENCE O
A	AUTOMOBILE LIABILITY	NCR 01711-09		7/1/2017 7/1/2018	\$	250,000		SINGLE	LIMIT EACH OCCURRENCE
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				John Stephe	ns	Joh	Sa	E .	ÓRIZED 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	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-09	Keenan & Associates
-		

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

Additional Covered Party:

Alameda County Public Health Department 1000 Broadway Oakland CA 94607

As Respects:

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

The County of Alameda, its Board of Supervisors, the individual members 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.

John Start

Authorized Representative

Issue Date: 6/22/2017

36291682 | OAKLAUNI | 17/16 Super Pool P&L | Robyn Tryor | 6/22/2017 3:54:54 FM (PDT) | Page 3 of 3



CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A I CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AI	VELY O	R NEGATIVELY AMEND, E DOES NOT CONSTITU	EXTEND	OR ALTE	R THE CO	ERAGE AFFORDED	BY TH	e policies
IMPORTANT: If the certificate holder the terms and conditions of the policy, certificate holder in lieu of such endors	certain j	policies may require an e	policy(ie ndorsem	s) must be ent. A stat	endorsed. ement on th	If SUBROGATION IS V s certificate does not o	VAIVED confer	, subject to rights to the
PRODUCER	sement's		CONTACT	Afi Alam	eddine			
Alliant Insurance Services, Inc.			PHONE	····· 949-66		FAX Mal	. 949-7	56-2713
1301 Dove St Ste 200 Newport Beach CA 92660			E-MAIL	Afi.Alame	ddine@allia	int.com		
Newport Deach CA 52000			AUDICS			DING COVERAGE		NAIC #
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1000 Broadway Street			INSURER					
Oakland CA 94607			INSURER			·		
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EXCESS LIAB CLAIMS-MADE						AGGREGATE	s	
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A WORKERS COMPENSATION		WC2017EPP00296		7/1/2017	7/1/2018	STATUTE X OTH-	-	00,000**
AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE		2				E.L. EACH ACCIDENT		0.000**
OFFICER/MEMBER EXCLUDED? N (Mandatory In NH)	N/A						-	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMP	_	the second se
B WORKERS COMPENSATION		NDE-0864507-17		7/4/2047	7/4/0040		State State	
AND EMPLOYERS' LIABILITY RETENTION: \$2,500,000		NDE-0004307-17		7/1/2017	7/1/2018	Workers Compensation Employers' Liability	Statut \$1,000	ory 0,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIN **Pol #WC2017EPP00296, Insured S Evidence of Coverage Only. Subject As respects the annual nutrition servi Fiscal Year 2017-2018.	ipecific F to policy	Retention \$500,000 r terms, conditions and e	exclusion: liness Ur	s. nit, Commu	inity School		es Depa	artment for
CERTIFICATE HOLDER		-	CANC	ELLATION				***
Alameda County Public Heal Attn: Dale Murai Program Specialist, Nutrition 1000 Broadway Oakland CA 94607			ACC	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE EREOF, NOTICE WILL CY PROVISIONS.	CANCE BE D	LLED BEFORE ELIVERED IN
			1 7	han ATa	· · · · · · · · · · · · · · · · · · ·			
		-	N	um icia	wuldt-			
				© 1	988-2014 AC	ORD CORPORATION	. All ri	ghts reserved

X

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Exhibit D

Audit Requirements

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

I. AUDIT REQUIREMENTS

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

B. Funds from All Sources:

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

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

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

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

Page 2 of 2

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT F

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: Oakland Unified School District	
PRINCIPAL:	TITLE:
SIGNATURE	

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



Memo	
То	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): <u>9206/Alameda County Public Health and</u> <u>Wellness</u> 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 contra- is being amended to change the end date of the contract from September 30, 2018 to March 30, 2018.
Summarize the services this Vendor will be providing. 1. Support for wellness champion stipend for teachers, school site staff or parents.
 Technical assistance and materials for International Walk to School Day. 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). Technical assistance and materials for Bike to School Day. Education and assembly programming on pedestrian and bike safety in life and around schools.
Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

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

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

Form 110-8 Rev 09/30/15

COMMUNITY BASED ORGANIZATION MASTER CONTRACT EXHIBIT A & B COVERSHEET

Dont Non	ne: Public	Health		Vendor ID #			Boa	rd PO #:		
	PHSVC	N	faster Contract			urement C	ontract #: 12210		et Year:	2017-2018
Bus One			laster Contract							
Acct #	Fund #	Dept #	Program #	Subclass #	Project	/ Grant #	Amount to be	Encumbered	Tota	l Contract Amount
610341	10000	350905	00000		PHG09	CH43800	A. 1.645 (2000) (4 - 1 - 15/11.13)	<u>nan menjuk internet na his</u>	a a series de la consta	\$ 399,313
Justificat	ion if parti	al encumbra	ance or liquidat	tion requested	:					
E	unda Wait						_ Contract Maximu	m. 399,313		
Procurar P	unds warv	ver #:	ata. 07/01/20	15 Expire 1	Date: 03/3	0/2018	Period of Funding	From. 10/01/	2017	To: 09/30/2018
Departme	ent Contact	t: Jenny V				Telephone	#: 510-268-4222	······································	_QIC Co	ode: 23805
Contracto	or Name:		d Unified Sch						÷	
Project N	ame:		outes to Scho							
Contracto	or Address	1000 Br	oadway Suit	e 150 Oakla	nd, CA 94	607				
Remittan	ce Address	s: same					ALCO	OLINK Vendo	r Address	s #: 116
									BOS Dist	
			879-2612		510-879-4	605	E-mail (Signatory)	; kyla.johns	on@ous	d.org
Contracto	or Contact	Person: Mi	chelle Opper	1			E-mail (Contact):	michelle.o	ppen@c	ousd.org
Contract	Service Ca	tegory: Nu	utrition Educt	ion and Outr	reach		_Estimated Units o	f Service: N/A	V	
			voicing Proced						1	
History o	f Funding:		Orig	inal	Amendmer	nt #1	Amendment #2	Amendme	nt #3	Amendment #4
Funding	Level		\$399	313	\$399,31	3			1	
Amount	of Encumb	rance	\$177	472	0.00				1	
File Date			7/21	/15	11/7/1	7				
File / Iter	n #		2960	6/12	9					
Reason				Ext	tend term throug	gh 3/30/18				
Funding	Source All	ocation:	Federal - CF	DA #:		State	• • • • • • • • • • • • • • • • • •	Cour	ity	an indianairte
¢.			\$			\$ 399,313		\$	1	
The sign	atures belo it with all j				and B have	ve been rec <u>CO</u> M	ceived, negotiated a		The Con	
ByJN		6	·····			\mathbf{By}		Signatu		
Muntu E	Davis, MD		ignature			Ky	la Johnson-Tram			
			r Type Name					Print or Type	Name	
Title Din	ector, Publ		<i>v</i> .	Date		OAKI AND	Superintendent	L DISTRICT		Date
						APPROVE By:	e of the General C D FOR FORM & S AUCHAROS	Signatu	> re	see ng sa
				•		Andr	ea Epps, Attorney	Print or Type	Nomo	
		·~ .				Title		Fint of Type	- Indille	Date
						Title		s		Date

(Revised 5/12)

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

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

I. Program Name

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

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

Menu of options include:

1. Training for a designated wellness champion who oversees a monthly "Walk and Roll to School Day" and 3 major events:

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.

EXHIBIT B - TERMS OF PAYMENT

(Revised 5/12)

	· ·
Public Health	
Oakland Unified School District	1
July 1, 2015 – March 30, 2018	1
Safe Routes to School	
91693	
\$ 399,313	
	Oakland Unified School DistrictJuly 1, 2015 – March 30, 2018Safe Routes to School91693

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

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

2015-2017

Alameda County Health Care Services Agency Community Health Services

Results-Based Accountability (RBA) Performance Measure Development Worksheet

 Organization
 Oakland Unified School District (OUSD)

 Program
 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 program Goal/Result

Process	"How Much"	Data	Quality	"How Well"	Data Collection	Impact	"Is anyone ⁷ better off?"	Data
Objectives	Pertormance Measure	Lool	Objective	renormance Measure	Tool	Objective	Performance Measure	Tool
Safe Routes to	こうちょう こう こう こうまう	 Parent 	 At least 70% 	# of SRTS	 Wellness 	 There will be a 	• % of	 Parent
School Wellness	# #of	surveys	of SRTS	Wellness	Champion	year to year	students who	Surveys
Champion	Wellness	 Wellness 	Wellness	Champions	Activity Logs	increase of	walk, bike or	 Classroom
Program: OUSD	Champions	Champion	Champions	will have	 Retrospective 	students who	carpool to	Tallies
Health and	that attend	Activity Logs.	will attend	well-	Teacher Survey	walk, bike or	school	 Event Tallies
Wellness and	trainings	 Training 	trainings,	attended		carpool to	increases.	
subcontractor	• # of	rosters	complete	programs		school.		
oversight of SRTS	Wellness		activity logs	and activities	•			
staff & parent	Champions	8	and run	on campus.		*		
champions; co-	that attend	· N	school site	 % of teacher 				
coordinate	site wellness		activities.	surveys that				
trainings; link to	councils.	· · · · · · · · · · · · · · · · · · ·		rate the Safe				
overall wellness		11 m.		Routes to				
champion .				School				-
program.			• • • •	Programming				
		and the state of t		as being	petr up per une un cambo bacanto a	atten and a	a the standard and a start down	nee emeries to be a second only and the second -
30-35 SRTS				impactful or				
Champions will.			· · · · · · · · · · · · · · · · · · ·	highly				-
attend				impactful.				
trainings/lead all				-				1. · · ·
school site SRTS								
activities (except							an an ann an Arthree anns anns an Arthree anns a	approved to a set of the set of matrix and matrix and the set of t
Safety Patrol).			· · · · · · · · · · · · · · · · · · ·					
Equipment								
provided will		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	· · · · · · · · · · · · · · · · · · ·					
include OUSD		and the second second						. "
Bike Blender (to								
lend to all	3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			· · · · · · · · · · · · · · · · · · ·				

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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	 # walk to 	 Transform 	 At least 70% 	 % of schools 	 Transform logs 	 70% of schools 	 % of schools 	 Event Tallies
Events: Provide	school events	tracking		who run event	 Wellness 	had Walk to	had Walk to	 Classroom
SR2S Alameda	* # of schools	sheets	Wellness	successfully.	Champion	School Events	School Event	Tallies
County available	 # of events 	 Wellness 	Champions		Activity Logs	where tallies of	will increase	 Activity Logs
program		Champion	will attend	e **	Teacher	transportation	# of students	
offerings to up to		Activity Logs	trainings and		Retrospective	methods were	who walk,	•
20 public			run school		Survey	captured and	bike and	
elementary			site activities.			walking/biking	carpool to	•
schools in		•	3			to school was	school.	-
Oakland,						celebrated.		
consisting of at		× · ·						
least 3 major								
events/vear	the second se			•••				-
school wide				-				
assembly								-
teaching students		•	-		•			-
pedestrian &			•					
bicycle safety;				•	-	•		
bike education;								
free bike repair								
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walk & roll to				-				
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buses; other staff								
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needed.		· · · · · · · · · · · · · · · · · · ·			e			

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:

		THPE OF INSURANCE COVERAGES	MINIMUMITS					
A	Pre Per	mmercial General Liability mises Liability; Products and Completed Operations; Contractual Liability; sonal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, I Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage					
B	All o	mmercial or Business Automobile Liability owned vehicles, hired or leased vehicles, non-owned, borrowed and missive uses. Personal Automobile Liability is acceptable for individual tractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage					
С		orkers' Compensation (WC) and Employers Liability (EL) quired for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease					
D	1	ectors and Officers Liability uding Employment Practices Liability	\$1,000,000 per occurrence					
E	Em (EI	D) Required only if a significant amount of funding is advanced to contractor. 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	En	dorsements and Conditions:						
	1.	ADDITIONAL INSURED: General Liability, Automobile Liability, and Director name as additional insured: County of Alameda, its Board of Supervisors, the employees and volunteers. Employee Dishonesty and Crime Insurance Polic arise): County of Alameda, its Board of Supervisors, the individual members volunteers.	e individual members thereof, and all County officers, agents, cy shall be endorsed to name as Loss Payee (as interest may thereof, and all County officers, agents, employees and					
	2.	DURATION OF COVERAGE: All required insurance shall be maintained dur exception: Insurance policies and coverage(s) written on a claims-made basi and until 3 years following termination and acceptance of all work provided u (as may be applicable) concurrent with the commencement of activities pursu	s shall be maintained during the entire term of the Agreement nder the Agreement, with the retroactive date of said insurance					
	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.	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 insecertificates and endorsements for each subcontractor. All coverages for sub herein.						
	6.	 JOINT VENTURES: If Contractor is an association, partnership or other joint one of the following methods: Separate insurance policies issued for each individual entity, with each minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint 	entity included as a "Named Insured (covered party), or at					
	7.	CANCELLATION OF INSURANCE: All required insurance shall be endorse of cancellation.	ed to provide thirty (30) days advance written notice to the County					
	8.	CERTIFICATE OF INSURANCE: Before commencing operations under this and applicable insurance endorsements, in form and satisfactory to County, County reserves the rights to require the Contractor to provide complete, cer certificate(s) and endorsements must be sent to:	evidencing that all required insurance coverage is in effect. The					
		 Department/Agency issuing the contract 						

- With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607)

Vorther	m California ReLiEF		OF COVERAGI	Ε,	Issue Date 6/22/2017
ADMINI	STRATOR: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607 510-986-6750 www.keenan.com	LICENSE # 0451271	AND CONFERS CERTIFICATE AFFORDED BY ENTITIES AFI	NO RIGHTS UPON TH	
Oakla	ED PARTY: and Unified School District Broadway, Suite 680 and CA 94607		ENTITY B: ENTITY C: ENTITY D: ENTITY E:		
REQUI	TO CERTIFY THAT THE COVERAGES LISTED REMENT, TERM OR CONDITION OF ANY CONT IDED HEREIN IS SUBJECT TO ALL THE TERMS	RACT OR OTHER DOCUMENT	WITH RESPECT TO WHICH	THIS CERTIFICATE MAY B	RIOD INDICATED. NOTWITHSTANDING ANY E ISSUED OR MAY PERTAIN. THE COVERAGE
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENC \$ 1,000,000
A	AUTOMOBILE LIABILITY	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURREN s 1,000,000
A	PROPERTY	NCR 01711-09	7/1/2017 7/1/2018	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-09	7/1/2017 7/1/2018	s 250,000	s Included EACH OCCURRENCE
	WORKERS COMPENSATION			5	{] WC STATUTORY LIMITS {] OTHER S E.L. EACH ACCIDENT
С	EXCESS WORKERS COMPENSATION			S	S E.L. DISEASE - EACH EMPLOYEE S E.L. DISEASE - POLICY LIMITS
	OTHER			s s	
As res	IPTION OF OPERATIONS/LOCATIONS/VEHICLI spects to agreement # 900322 betwee es grant for the Nutrition Education O	n the Alameda County P	ublic Health Departme	ent and Oakland Unific rough the coverage ex	ed School District for their annual nutritic xpiration date.
	ameda County Public Health D 00 Broadway akland CA 94607	repartment	CANCELED BEFORE WILL ENDEAVOR TO HOLDER NAMED TO	THE EXPIRATION DAT MAIL <u>30</u> DAYS WR THE LEFT, BUT FAILUI TION OR LIABILITY OF	ABOVE DESCRIBED COVERAGES BE THEREOF, THE ISSUING ENTITY/JPA RITTEN NOTICE TO THE CERTIFICATE RE TO MAIL SUCH NOTICE SHALL ANY KIND UPON THE ENTITY/JPA, ITS
				Jan	e Sant-
			John Stephe	ens	AUTHORIZED REPRESE

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36291682 LAUNI | 17/18 Super Pocl P4L | Robyn Tryon | 6/22/2017 3:54:54 PM (PDT) | Page 1 of 3

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.

eCertsOnline.com

ENDORSEMENT

ADDITIONAL COVERED PARTY

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

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

Additional Covered Party:

Alameda County Public Health Department 1000 Broadway Oakland CA 94607

As Respects:

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

The County of Alameda, its Board of Supervisors, the individual members 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.

h Sant-

Authorized Representative

Issue Date: 6/22/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYY)

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT								LDER. THIS
BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	SURANCE	DOES NOT CONSTITU ERTIFICATE HOLDER.	TE A C	ONTRACT E	BETWEEN T	HE ISSUING INSURER	2(S), A	UTHORIZED
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	, certain p	olicies may require an el	policy(ndorse	es) must be nent. A stat	endorsed. ement on th	IT SUBROGATION IS V is certificate does not o	onfer i	, subject to rights to the
PRODUCER			CONTAC					
Alliant Insurance Services, Inc. 1301 Dove St Ste 200			PHONE	Ext): 949-66	0-5927	FAX (A/C, No):	949-7	56-2713
Newport Beach CA 92660			ADDRES	s. Afi.Alame		ant.com ading coverage		NAIC #
	-		INSURE			General Ins		16608
INSURED	OAKLUN	-01	INSURE	RB:State Na	tional Insur	ance Co.		12831
Oakland Unified School District 1000 Broadway Street			INSURE					
Oakland CA 94607			INSURE					
	_		INSURE					
		ENUMBER: 992440960				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN, POLICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	CONTRACT	OR OTHER I S DESCRIBED PAID CLAIMS	DOCUMENT WITH RESPE	CT TO	WHICH THIS
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DED RETENTION \$	8					AGGREGATE	S	
A WORKERS COMPENSATION		WC2017EPP00295		7/1/2017	7/1/2018	PER X OTH-		00,000**
AND EMPLOYERS' LIABILITY Y/	NIA					E.L. EACH ACCIDENT	\$1,00	0,000**
OFFICER/MEMBER EXCLUDED? N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT		
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY RETENTION: \$2,500,000		NDE-0864507-17		7/1/2017	7/1/2018	Workers Compensation Employers' Liability	Statute \$1,000	57y 3,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEH **Pol #WC2017EPP00296, Insured 3 Evidence of Coverage Only. Subject As respects the annual nutrition serv Fiscal Year 2017-2018. CERTIFICATE HOLDER Alameda County Public Hea Attn: Dale Murai	Specific R to policy f ices grant	etention \$500,000 terms, conditions and ex for the Health and Wel	CAN	ns. Dhit, Commu CELLATION DULD ANY OF	nity Schools	s and Student Service DESCRIBED POLICIES BE EREOF, NOTICE WILL	CANCE	LLED BEFORE
Atth: Dale Mural Program Specialist, Nutrition 1000 Broadway Oakland CA 94607	1 Services		AUTHO	RIZED REPRESS	NTATIVE	CY PROVISIONS.		

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Exhibit D

Audit Requirements

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

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

B. Funds from All Sources:

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

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

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

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

A. For Single Audits

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

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT F

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

Board Office Use: Le	gislative File Info.
File ID Number	18-0600
Introduction Date	5/9/18
Enactment Number	18-0811 ,
Enactment Date	5-9-180



Memo	
То	Board of Education
From	Kyla Johnson-Trammell, Superintendent
Board Meeting Date (To be completed by Procurement)	<u>May 9, 2018</u>
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): <u>9206/Alameda County Public Health and</u> 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.
 Support for wellness champion stipend for teachers, school site staff or parents. Technical assistance and materials for International Walk to School Day. 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). Technical assistance and materials for Bike to School Day. Technical assistance and materials for Bike to School Day. Education and assembly programming on pedestrian and bike safety in life and around schools.
Was this contract competitively bid? Yes No 🗸
If No, answer the following:
1) How did you determine the price is competitive?
We provided a scope of work and budget and it was approved.

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

Form 110-8 Rev 09/30/15

COMMUNITY BASED ORGANIZATION MASTER CONTRACT EXHIBIT A & B COVERSHEET

Dept Nan	ne: Public	Health		Vendor ID	#: 32634		Boa	rd PO #:	
Bus Unit	PHSVC	M	laster Contract			ocurement (Contract #: 12210		t Year: 2017-2018
Acct#	Fund #	Dept #	Program #	Subclass #	Projec	ct / Grant #	Amount to be	Encumbered	Total Contract Amount
610341	10000	350905	00000	Sector sector	PHG09	9CH43800		General de la Constanti de la C	\$ 399,313
010011			00000	~	11100	001140000			φ 000,010
Justificat	ion if parti	al encumbra	nce or liquidat	ion requested	d:				
Federal F	unds Waiv	ver #:					Contract Maximu	n: 399,313	
			ate: 07/01/20	15 _{Expire}	Date: 03/3	30/2018	– Period of Funding	From: 10/01/20	017 _{To:} 09/30/2018
		: Jenny W					_{#:} 510-268-4222		QIC Code: 23805
	or Name:		Unified Sch	ool District		renephone			Qie coue
Project N		-	utes to Scho						1
• •			oadway Suite		and, CA 9	4607			
	ce Address						AT O		. 11 // 116
Kennitan	ce Audress								Address #: 116 OS Dist. #: 1
Contracto	or Telenho	ne #: 510-8	379-2612	Fax #:	510-879-4	4605	E-mail (Signatory)		
			chelle Opper						pen@ousd.org
			trition Educti		reach	5.2	E-mail (Contact):		
			oicing Procedu				_Estimated Units of	Service:	
	f Funding:		Origi		Amendme		Amendment #2	Amendment	t #3 Amendment #4
Funding 1			\$399,		\$399,3				
	of Encumb	rance	\$177,		0.00				4
File Date			7/21		11/7/1	17			
File / Iten	n #		29606		9				
Reason				E	ktend term throu	ugh 3/30/18			E:
Funding	Source All	ocation:	Federal - CF	DA #:		State		County	7
			\$	1		\$ 399,313	• • • • • • • • • • • • • • • • • • •	\$	
The signa agreemen DEPART	nt with all p	ow signify t provisions o	hat the attache f the Master C	ed Exhibits A ontract.	A and B ha	ave been re	an share and a	und finalized. T	he Contractor also signific
1		Si	gnature					Signature	
Muntu E	Davis, MD					Ку	la Johnson-Tram		
			Type Name				Superintendent	Print or Type N	
Title Dire	ector, Publi	c Health		Date		Titl	e ouperintendent		Date
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								Signature	
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		-						Print or Type N	Vame

Title

Date

(Revised 5/12)

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

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

I. Program Name

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

II. Contracted Services

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

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

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

Menu of options include:

1. Training for a designated wellness champion who oversees a monthly "Walk and Roll to School Day" and 3 major events:

 Golden Sneakers Competition: Provide the Golden Sneaker contest to up to 20 schools

- •• Bike to School Day
- International Walk/Roll Day

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

B. Target Population

Contractor shall provide services to the following populations:

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

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

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

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

1. **Program Design** - See attached Results-Based Accountability (RBA) Development Worksheet

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

D. Minimum Staffing Requirements / Qualifications

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

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

IV. Contract Deliverables and Requirements

D. Process Measures

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

E. Outcome Measures

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

V. Reporting and Evaluation Requirements

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

VI. Additional Requirements

A. Certification/Licensure

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

B. Other Requirements: N/A

VII. Entirety of Agreement

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

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

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

EXHIBIT B - TERMS OF PAYMENT

(Revised 5/12)

	epartment Public Health	Contracting Department
	me Oakland Unified	Contractor Name
	d July 1, 2015 – Ma	Contract Period
	es Safe Routes to Sc	Type of Services
	ber (PO #) 91693	Contract Number (PO #)
	Max \$ 399,313	Contract Amt/Max
-	Max \$ 399,313	Contract Amt/Max

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

Results-Based Accountability (RBA) Performance Measure Development Worksheet

> Alameda County Health Care Services Agency Community Health Services

 Organization
 Oakland Unified School District (OUSD)

 Program
 Be Oakland Be Active (BOBA) – Safe Routes To School

Program Goal/Result

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

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Process Objectives	"How Much" Performance Measure	Data Collection Tool	Quality Objective	"How Well" Performance Measure	Data Collection Tool	lmpact Objective	"Is anyone better off?" Performance Measure	Data Collection Tool
Safe Routes to		 Parent 	 At least 70% 	 # of SRTS 	Wellness	 There will be a 	■ % of	 Parent
School Wellness	• #of	surveys	of SRTS	Wellness	Champion	year to year	students who	Surveys
Champion	Wellness	 Wellness 	Wellness	Champions	Activity Logs	increase of	walk, bike or	 Classroom
Program: OUSD	Champions	Champion	Champions	will have	 Retrospective 	students who	carpool to	Tallies
Health and	that attend	Activity Logs	will attend	well-	Teacher Survey	walk, bike or	school	 Event Tallies
Wellness and	trainings	 Training 	trainings,	attended		carpool to	increases.	
subcontractor	• #of	rosters	complete	programs		school.		
oversight of SRTS	Wellness		activity logs	and activities				
staff & parent	Champions		and run	on campus.	10.			
champions; co-	that attend		school site	 % of teacher 	-	~		
coordinate	site wellness		activities.	surveys that		10 A	2	0
trainings; link to	councils.			rate the Safe		-	X	
overall wellness				Routes to				
champion				School				
program.				Programming		-		A Second Second
and the second second second				as being				
30-35 SRTS				impactful or			~	5
Champions will				highly				
attend				impactful.				
trainings/lead all				Same the second				1 1 2 0 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
school site SRTS								
activities (except				the state of the second se				
Safety Patrol).							-	***
Equipment				1 2 2 2 2 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1			-	N C N
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Alameda County Health Care Services Agency

Results-Based Accountability (RBA) Performance Measure Development Worksheet

schools);			94 					,
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, consisting of at least 3 major events/year, school wide assembly teaching students predestrian & bicycle safety; bike education; free bike repair via the bike mobile; weekly/monthly walk & roll to school days; training and establishment of walking school buses; other staff support and technical assistance	 # walk to school events # of schools # of events 	 Transform tracking sheets Wellness Champion Activity Logs 	 At least 70% of SRTS Wellness Champions will attend trainings and run school site activities. 	% of schools who run event successfully.	 Transform logs Wellness Champion Activity Logs Teacher Retrospective Survey 	 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
provided as needed.						á .		

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:	
	1. ADDITIONAL INSURED: General Liability, Automobile Liability, and Direct name as additional insured: County of Alameda, its Board of Supervisors, employees and volunteers. Employee Dishonesty and Crime Insurance F arise): County of Alameda, its Board of Supervisors, the individual member volunteers.	the individual members thereof, and all County officers, agents, Policy shall be endorsed to name as Loss Payee (as interest may
	 DURATION OF COVERAGE: All required insurance shall be maintained exception: Insurance policies and coverage(s) written on a claims-made be and until 3 years following termination and acceptance of all work provide (as may be applicable) concurrent with the commencement of activities pre- tain the commencement of activities pre- activities pre- tain the commencement of activities pre- tain t	basis shall be maintained during the entire term of the Agreement ad under the Agreement, with the retroactive date of said insurance
	 REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be Parties and Additional Insured(s). Pursuant to the provisions of this Agree limit Contractor's contractual obligation to indemnify and defend the Inder 	ement, insurance procured by the Contractor shall not reduce or
	 INSURER FINANCIAL RATING: Insurance shall be maintained through equivalent, shall be admitted to the State of California unless otherwise w acceptable to the County. Acceptance of Contractor's insurance by Cour Any deductible or self-insured retention amount or other similar ob the Contractor. 	vaived by Risk Management, and with deductible amounts nty shall not relieve or decrease the liability of Contractor hereunder.
	5. SUBCONTRACTORS: Contractor shall include all subcontractors as an certificates and endorsements for each subcontractor. All coverages for therein.	
	 6. JOINT VENTURES: If Contractor is an association, partnership or other j one of the following methods: Separate insurance policies issued for each individual entity, with ea minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint insurance program with the association. 	ach entity included as a "Named Insured (covered party), or at
	7. CANCELLATION OF INSURANCE: All required insurance shall be ender of cancellation.	
	8. CERTIFICATE OF INSURANCE: Before commencing operations under and applicable insurance endorsements, in form and satisfactory to Cour County reserves the rights to require the Contractor to provide complete, certificate(s) and endorsements must be sent to:	nty, evidencing that all required insurance coverage is in effect. The
	 Department/Agency issuing the contract With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, 	Oakland, CA 94607)

Issue Date 6/22/2017	1	OVERAGE	ERTIFICATE OF C	Callfornia ReLiEF CI	lorthem
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		ENTITY C:		d Unified School District roadway, Suite 680	Oakla
		ENTITY D:		d CA 94607	Oakla
		ENTITY E:			
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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.

eCertsUnline.com

ENDORSEMENT

ADDITIONAL COVERED PARTY

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

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

Additional Covered Party:

Alameda County Public Health Department 1000 Broadway Oakland CA 94607

As Respects:

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

The County of Alameda, its Board of Supervisors, the individual members 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.

the State

Authorized Representative

Issue Date: 6/22/2017

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CERTIFICATE OF LIABILITY INSURANCE

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

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Alliant Insurance Services, Inc.			PHONE (A/C, No, Ext): 949-66		FAX	49-756-2713
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(Mandatory in NH)			0		E.L. DISEASE - EA EMPLOYEE	\$1,000,000**
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY RETENTION: \$2,500,000		NDE-0864507-17	7/1/2017	7/1/2018	Workers Compensation S Employers' Liability	Statutory \$1,000,000
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Alameda County Public Healt Attn: Dale Murai Program Specialist, Nutrition 1000 Broadway Oakland CA 94607			THE EXPIRATIO	ON DATE THE POL	DESCRIBED POLICIES BE CA IEREOF, NOTICE WILL B ICY PROVISIONS.	

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Exhibit D

Audit Requirements

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

I. AUDIT REQUIREMENTS

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

B. Funds from All Sources:

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

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

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

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT F

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: Oakland Unified School District

gislative File Info.
15-1421
8/12/15
15-1281
8/12/15 101



Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement)	August 12, 2015
Subject	Community Based Organization - Master Contract - <u>Alameda County Public Health</u> <u>Department</u> - 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): <u>9206/Alameda County Public Health and</u> <u>Wellness</u> in the amount of \$399,313.00. Allocation for FY 2015-2016 in the amount of <u>\$177,472.00</u> .
Att achments	 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

Form 110-8 Rev 10/16/13

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COMMUNITY BASED ORGANIZATION MASTER CONTRACT EXHIBIT A & B COVERSHEET

In case of the local data		1.1						0	
Dept Nar	ne: Public	Health		Vendor ID #	32634		Boar	d PO #:	
Bus Unit	PHSV	CN	faster Contract #	4: 900322	Procureme	ent Co	ntract #:	Budget	: Year: 2015-16
Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grar	nt #	Amount to be l	Encumbered	Total Contract Amount
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					27 month Broours	mont	Contract prototed to	colocido with the	
Justificat	ion if partie	al encumbra	ance or liquidati	on requested:		ement	Contract profated to	coincide with the	e County fiscal year.
Federal F	unds Waiv	er #:					Contract Maximur	"· \$399,313	5
Procurem	nent Contra	ct Begin D	ate: 07/01/15	5 Expire D	ate: 09/30/17		Contract Maximur Period of Funding	From: 07/01/	15 _{To:} 06/30/16
		Diane worosi	hin				510-595-6458		23805
Departmo	ent Contact	Dakland	Unified Sch	nol Distric	I eleph	one #			QIC Code:
Contracto	or Name: Saf		s To Schoo						
Project N	lame: Our	746 Gr	and Avenue	· Oakland	, CA 94610				
				, Oakianu					116
Remittan	ce Address	Same					ALCO		Address #: 116
			070 4070		40.070.450				OS Dist. #: 1
					10-273-150	1	E-mail (Signatory)	antwan.wils	on@ousd.k12.ca.us
Contracto	or Contact	Person: Mi	ichelle Opp	en			E-mail (Contact):	michelle.oppe	en@ousd.k12.ca.us
Contract	Service Ca	tegory: Ni	utrition Educ	cation and	Outreach		Estimated Units of	Service: N/A	
Method o	of Reimbur	sement (Inv	voicing Procedu	res): Per Ex	chibit B				
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Funding			\$399,3						
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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, 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
 - 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.

EXHIBIT A - SCOPE OF WORK

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

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

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

EXHIBIT A - SCOPE OF WORK

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

EXHIBIT B - TERMS OF PAYMENT

(Revised 5/12)

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

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

I. Budget

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

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

B. Budget Revision Procedures

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

C. Cost Settlement/Final Payment Provisions

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

D. Conditions of withholding payment: N/A

E. Definitions

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

III. Invoicing Procedures

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

IV. Funding and Requirements: N/A

V. Additional Terms and Conditions of Payment

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

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

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS					
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage					
В	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage					
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease					
D	 Endorsements and Conditions: all County officers ADDITIONAL INSURED: All insurance required a Workers' Compensation and Employers Liability, shall be endorsed to of Supervisors, the individual members thereof, and, agents, employer 	o name as additional insured: County of Alameda, its Board					
	 DURATION OF COVERAGE: All required insurance shall be maintai following exception: Insurance policies and coverage(s) written on a c term of the Agreement and until 3 years following termination and acc the retroactive date of said insurance (as may be applicable) concurre Agreement. 	claims-made basis shall be maintained during the entire ceptance of all work provided under the Agreement, with					
	3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies sh Indemnified Parties and Additional Insured(s). Pursuant to the provis the Contractor shall not reduce or limit Contractor's contractual obligation	ions of this Agreement, insurance effected or procured by					
	4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A 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 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 furnish separate certificates and endorsements for each subcontractor 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 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 Florence) 	por, Oakland, CA 94607)					

Northern California ReLIEF CERTIFICATE OF COVERAGE 6/29/2015								
ADMINISTRATOR: LICENSE # 0451271 Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607 510-986-6750 www.keenan.com				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:				
COVERED PARTY: Oakland Unified School District 1000 Broadway, Suite 300 Oakland CA 94607			ENTITY A: Northern California ReLiEF ENTITY B: ENTITY C: ENTITY D: ENTITY E:					
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ENT LTR			EFFECTIVE/ EXPIRATION DATE		MEMBER RETAINED LIMIT / DEDUCTIBLE		LIMITS	
A	GENERAL LIABILITY	NCR 01711-07	-	/1/2015 /1/2016	\$	250,000		single limit each occurrence 00,000
A	AUTOMOBILE LIABILITY	NCR 0171-107	16 - E	/1/2015 /1/2016	\$	250,000		single limit each occurrence 00,000
A	PROPERTY	NCR 01711-07		/1/2015 /1/2016	5	250,000	\$ 250,2 EACH OCC	
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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.								
Annua	Aggregate of \$27,000,000 applies in t	otal for all members in th	ne laye	\$9,000,000 oc	current	ce excess of \$1	000,000	
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				John Starte				
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CERTIFICATE OF LIABILITY INSURANCE

6/22/15

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

2

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.

John Sant-

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

II. AUDIT REPORTS

A. For Single Audits

1.

months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.

2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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