

Board Office Use: Legislative File Info.	
File ID Number	20-2406
Introduction Date	3/10/21
Enactment Number	21-0298
Enactment Date	3/10/2021 If



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date March 10, 2021

Subject Community-Based Organization Master Contract – Alameda County Health Care Services Agency – Safe Routes to School – Community Schools and Student Services Department

Ask of the Board Approval by the Board of Education of Community-Based Organization (“CBO”) Master Contract Cover Sheet and Exhibits A-F between the District and Alameda County Health Care Services Agency, San Leandro, CA, to accept \$333,791.00 to support District’s Safe Routes to School Program, for the period October 1, 2018 through June 21, 2021.

Background 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 invests in the health of students at OUSD schools. The Agency’s investment is governed by the CBO Master Contract.

The Agency invests in specific programs via addition of cover sheet and exhibits to the CBO Master Contract. One such program is a partnership between the Agency and District to promote walking and biking to and from school and in the community, and bicycle and pedestrian safety education.

Discussion Approval of this new cover page and six exhibits 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.

Fiscal Impact Grants for OUSD Schools in an amount not to exceed \$333,791.00

Attachment(s)

- Grant Management Face Sheet
- CBO Master Contract Cover Sheet

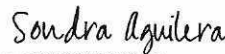
OUSD Grants Management Face Sheet

Title of Grant: Safe Routes to School	Funding Cycle Dates: October 1, 2018 - June 30, 2021
Grant's Fiscal Agent: Alameda County Public Health Department <small>(contact's name, address, phone number, email address)</small> Contact Name Jenny Wang Agency/Foundation Alameda County Public Health Department Address Nutrition Services Program 3600 Telegraph Avenue Oakland, CA 94609 Phone 510-268-4222 Email jenny.wang@acgov.org	Grant Amount for Full Funding Cycle: \$333,791.00
Funding Agency: Agency/Foundation Alameda County Public Health Department, Nutrition Services Program Address 3600 Telegraph Avenue Oakland, CA 94609	Grant Focus: To support increase in walking and biking to and from school and in community safety; pedestrian and bike safety education; connection to safety patrol program
List all School(s) or Department(s) to be Served: Nutrition Services, CSSS, All Schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The Safe Routes to School funding will ensure students can safely walk and bike to school and become better pedestrians and citizens.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.98% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Transportation tallies, wellness champion surveys and logs, wellness policy inventories.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 3.98% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Contractor paid through OUSD contract
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students	No

during the school day to ensure academic attendance continuity.)	
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Michelle Oppen, Wellness Coordinator Community Schools and Student Services Department Oakland Unified School District 1000 Broadway, Suite 150, Oakland, CA 94607 phone michelle.oppen@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Andrea Bustamante		
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera	DocuSigned by:  B072CB8033AD406...	2/12/2021

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer			
Superintendent	Kyla Johnson-Trammell		

Approved as to form by OUSD Staff Attorney Joanna Powell on 12/6/2020.





COMMUNITY-BASED ORGANIZATION (CBO) MASTER CONTRACT EXHIBIT COVERSHEET

This Master Contract Amendment, effective as of 10/01/2018, is a part of the Community Based Organization Master Contract (No. 900322) made and entered into by and between the County of Alameda "County", and Oakland Unified School District, hereinafter referred to as the "Contractor".

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference, and hereinafter referred to as "Procurement Contract No. 16361" or the "Procurement Contract".

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

The Exhibits above replace and supersede any and all previous Exhibits for this Procurement Contract. Except as herein amended, the Master Contract is continued in full force and effect. The Term of this Procurement Contract shall be from 10/01/2018 through 06/30/2021. The compensation payable to Contractor hereunder shall not exceed \$ 333,791.00 for the term of this Procurement Contract.

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

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

COUNTY OF ALAMEDA

By _____ Date _____
Signature

Name Kimi Watkins-Tartt

Title Director, Alameda County Public Health Department

CONTRACTOR

Shanthy 3/11/2021
Shanthy Gonzales
President, Board of Education

By Dr. Kyla-Johnson Trammell Date 3/11/2021
Signature

Name Dr. Kyla-Johnson Trammell

Title Superintendent and Secretary, Board of Education

Approved as to form by OUSD Staff Attorney
Joanna Powell on 12/6/2020.

Joanna J. Powell

EXHIBIT A
DEFINITION OF SERVICES

Contracting Department	Alameda County Public Health Dept.
Contracting Division	Community Health Services Division
Contracting Unit/Program	Nutrition Services
Contract Period	October 1, 2018 – June 30, 2021
Type of Services	Active Oakland, a Comprehensive Safe Routes to School Program (SRTS)

I. Program Name

Active Oakland, A Comprehensive Safe Routes to School Program

II. Contracted Services

A. Contractor shall provide:

- 1) 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.

The Comprehensive Menu of Services aims to provide services for up to 25 priority schools, identified from a list comprised of OUSD elementary, charter and/or middle schools as named in the Active Oakland grant listed in Section III B.1. This includes services such as but not limited to: SRTS Wellness Champion training, Teacher Training Curriculum Walk to School Events, Walking School Bus Programs, and the Golden Sneaker Walking Encouragement program in coordination and support by a paid, Safe Routes to School Coordinator.

- 2) 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, SRTS Wellness Champions will train school site staff and parents to implement the Active 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.

EXHIBIT A

DEFINITION OF SERVICES

III. Program Information and Requirements

A. Performance Measures - Contractor shall provide services to impact the following Performance Measures (from RBA Worksheet):

- 1) % of students who walk, bike or carpool to school increases.
- 2) % of Schools that participated in encouragement/education & major events reporting satisfaction and success.

B. Minimum Staffing Qualifications:

- 1) Contractor will provide:
 - a. 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.
 - b. 0.15 FTE Administrator to supervise Specialist, oversee Transform Contract and oversee contract from Alameda County.
 - c. One FTE SR2S Coordinator to provide Safe Routes to School site coordination for 25 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.

IV. Contract Deliverables and Requirements

A. Contractor shall provide Services in accordance with the Scope of Work identified as RBA Worksheet

- 1) In the event of any conflict (direct or indirect) among any of the above-referenced exhibits, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that the scope of work described in the RFP sections and the scope of work described in Contractor's proposal shall both be performed to the greatest extent feasible.
- 2) County and Contractor agree that the following Supplemental Provisions are incorporated into this Agreement, and that the Additional Provisions shall take precedence over inconsistent or conflicting provisions contained in the above-referenced exhibits.

EXHIBIT A

DEFINITION OF SERVICES

- 3) Contractor will assign key personnel to carry out the terms and conditions of this contract.

B. Priority Population

Contractor shall offer services to the following Oakland Unified School District (OUSD) schools as agreed upon by the Active 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 Oakland Collaborative.

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

OUSD Charter and/or Middle Schools

Alliance Academy	KIPP Bridge
ASCEND	Learning Without Limits
Aspire Berkeley Maynard	Lighthouse Community Charter
Aspire College	Madison Park Academy
Aspire ERES	Montera Middle
Bret Harte Middle	Oakland Charter
Claremont Middle	Oakland SOL
Coliseum College Prep Academy	Roosevelt Middle
East Oakland Leadership Academy	Roots International
Edna Brewer	United for Success
Elmhurst Community Prep	Urban Promise Academy
Epic Charter	West Oakland Middle
Frick Middle	Westlake Middle
	Yu Ming Charter

Additional Eligible Schools (note: this list is not exhaustive of all eligible schools)

Acorn Woodland, Allendale, Burckhalter, Emerson, Encompass, Garfield, Global Family, GreenLeaf, Manzanita Community School, MLK/Lafayette, Piedmont Avenue, Prescott, Reach, Sankofa

2. Referral Process to Program: The menu of services will be offered to eligible schools who will select to participate Active Oakland Safe Routes to School programs offered.

3. Program Eligibility: Contractor shall serve with contract funds the school sites in Oakland that are identified in this contract. 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

EXHIBIT A

DEFINITION OF SERVICES

C. Program Goals

The Active Oakland SRTS Comprehensive Menu of Services includes site coordination to offer educational, encouragement, and enforcement measures to up to 25 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. Comprehensive Menu of Services include:

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

V. Reporting and Evaluation Requirements

- A.** Contractor shall submit properly completed Quarterly Progress Reports to the Program Contract Manager on a quarterly basis.
- B.** A Performance Measure annual evaluation site visit/coordination meetings will be scheduled between the Program Contract Manager and the contracted organization's pertinent program staff to assess the Contractor's compliance and performance, as measured per the contracted RBAWorksheet Indicators.

EXHIBIT A

DEFINITION OF SERVICES

VI. Additional Requirements

- A.** Contractor shall have and maintain current: Proof of Worker's Compensation and Liability Insurance
- B.** Other Requirements: N/A

VII. Entirety of Agreement

- A.** Contractor shall abide by all provisions of the Human Services Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.
- B.** The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT B
TERMS AND CONDITIONS OF PAYMENT

Contracting Department	Alameda County Public Health Dept.
Contracting Division	Community Health Services Division
Nutrition Services Program	Nutrition Services Program
Contract Period	10/01/18 to 06/31/21
Type of Services	Active Oakland, a Comprehensive Safe Routes to School Program

I. BUDGET

- A. Contractor shall use all payments solely in support of the line-item budget for the total grant amount of **\$333,791**, in the format and method set forth the California Transportation Commission State Only mandates of the Active Transportation Program (ATP).

II. TERMS AND CONDITIONS OF PAYMENT

A. Contract Detail

- Compensation under the terms and conditions of this Agreement shall not exceed the amount of **\$333,791** for the duration of this Agreement, unless otherwise amended.
- The Contractor agrees to invoice for prior quarter services based
 - ✓ Actual operating expenses
 - ✓ Budget Allocation Per Year

Task	Amount	Description
Administration, Oversight and Program Management: Salaries and Benefits	\$38,500	.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. .15 Administrator to supervise Specialist, oversee Transform Contract and oversee contract from Alameda County.
Safe Routes to School Wellness Champions	\$28,007	Individual stipends for OUSD SRTS Wellness Champions to implement the program at their respective school as outlined in Exhibit A.
Program Implementation Contract to Transform	\$94,000	Site coordination for education and encouragement activities including maintenance of records and other tasks as

		needed.
Indirect Costs	\$6,388.18	Indirect @ 3.98% = \$6,388
Per Year Subtotal	\$166,895	
Two Year Contract Total	\$333,791	

B. Invoicing/Reimbursement Procedures

- Contractor shall submit a properly completed payment invoice to the **Nutrition Services Program** on a **quarterly basis**, as specified in this Exhibit above, for operational and program-related expenditures incurred by Contractor while providing and/or arranging for the provision of services pursuant to this Agreement.
- If necessary, at the request of the Contractor or at the discretion of the **Nutrition Services Program** an invoice template and instructions for completion will be provided.
- Contractor or designee certifying the delivery of services shall sign invoices and verify the accuracy of the information provided in these documents. Each invoice shall include the Contractor name and address, as well as the name and contact information (telephone number, email address, etc.) of a designated person for follow-up purposes, the contract purchase order number, the month(s) of service, and all pertinent reimbursement details.
- Invoices shall be submitted to:
 - ✓ **Alameda County Nutrition Services**
 - ✓ **Jenny Wang, Director**
 - ✓ **3600 Telegraph Avenue Oakland, CA 94609**
- In the event that the monthly net reimbursement of any month or service period is less than the stated monthly maximum amount or if suspension or a service month or service period and subsequent service reimbursement has been pre-approved by the **Nutrition Services Program** and the Contractor does not invoice for that particular month, any unexpended funds may be carried forward to provide additional reimbursement in the event that in future month(s) Contractor has provided excess service units. Unexpended funds will not be carried forward beyond the end-date of the contract term.
- County, or its designated agent, agrees to process and pay monthly invoices submitted by Contractor within **thirty (30)** days from receipt of properly completed invoice for services and expenditures covered under this Agreement.

C. Budget Revision Procedures

- Contractor may make revisions to the approved budget and line items. Prior written approval is required for budget revisions and line item transfer requests. Revisions must be in accordance with guidelines set forth by the funding entity. Additionally,

the request must include a comprehensive narrative explaining and justifying each revision. Contractor must notify the **Nutrition Services Program Director** in writing or electronically and receive approval before implementing budget revision. Line item transfers must keep the total contract amount within the limit of the original contract award.

- The budget revision request must identify:
 - ✓ original amounts for each budget line item
 - ✓ line amounts billed to date
 - ✓ current line item amount balances
 - ✓ the requested revised amounts for each line-item
 - ✓ revised line item and budget balances.

If necessary, at the request of the Contractor or at the discretion of the **Nutrition Services Program** a budget revision request template and instructions for completion will be provided.

- Depending on the contract term dates, requests for budget revision and line item transfers:
 - ✓ will not be approved with less than three months remaining to the end of the term agreement; or,
 - ✓ must be received for review by the **Nutrition Services Program** before the end of March if the term of the contract agreement is based on Alameda County's July to June fiscal year and has an end-term date of June 30.
- After approval of budget revision request, the revised budget must be reflected in the Contractor invoice immediately following. The invoice document must identify:
 - ✓ approved amounts for each budget line item
 - ✓ current invoice billed
 - ✓ total billing to date
 - ✓ remaining line item and budget balances.
- Any and all revisions must comply with Alameda County and Public Health Department policy definitions for "Allowable Costs". Failure to obtain prior written approval may result in the withholding or disallowance of reimbursement to Contractor.

D. Cost Settlement/Final Payment Provisions

- Contractor shall submit all claims for reimbursement under this Agreement within **sixty (60)** days following the expiration of this Agreement. All claims submitted after **sixty (60)** days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after **sixty (60)** days following the expiration date of the Agreement will be disallowed under audit by the County.

E. Conditions of Withholding Payment

- The **Nutrition Services Program**, County and/or Auditor-Controller may withhold payment of all or a portion of Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current or a prior Agreement. Such matters of non-compliance may include, but are not restricted to, a material breach of the Contract by the Contractor, the delivery of agreed-upon services, required submission of data and requested reports, submission of reimbursement request supporting documents which verify expenditures incurred, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations, or other conditions as required in this Agreement by Federal, State or County regulations.
- If payment of claim is to be delayed, the following procedures will be followed:
 1. Contractor shall be notified by telephone within **seven (7)** working days of the receipt by County of Contractor's claim if there is a reason for delaying or withholding payment.
 2. The County shall provide written confirmation of reason(s) for delaying or withholding payment if the matter cannot be resolved within **ten (10)** working days of receipt of claim.
 3. The County shall not be required to give written notice of the withholding action if an invoice must be held pending revision, correction or amendment. It is the Contractor's responsibility to correct invoice documents. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The County may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/typographical errors to expedite the claims process.

III. REPORTING REQUIREMENTS

- A. Contractor shall collect accurate data in a timely manner as required by **Nutrition Services Program** mandates and as agreed in Exhibit A - Scope of Work.
- B. Contractor shall maintain and submit required data on a quarterly basis in a format and method as set forth by the **Nutrition Services Program**, County and/or the contract funding organization.
- C. Contractor shall meet with the **Nutrition Services Program** a pre-scheduled date, time and location to review Contractor program and financial status reports related to the terms of this Contract. Scheduled status report meetings will occur at a maximum every quarter, but will not begin beyond the initial six (6) months of the Contract term. The

Nutrition Services Program will provide format guidelines and agendas for each status report meeting.

IV. ADDITIONAL TERMS AND CONDITIONS

A. Financial Control Requirements

- Contractor shall establish a separate account or cost center for all financial transactions involving **Nutrition Services Program** funds
- Contractor shall maintain a project ledger to adequately identify all expenditures related to the **Nutrition Services Program** as agreed upon in this contract. All ledgers shall be kept current. In-kind service expenditures shall be posted as received and reported in line item detail in a separate column within the project ledger.

B. Audit Requirements

- Contractor will participate in an annual fiscal audit to be pre-scheduled and conducted by the **Community Health Services Division and/or Nutrition Services Program**. The fiscal audit may include some or all of the following activities, as determined by the **Community Health Services Division, the Nutrition Services Program, and/or Alameda County**:
 1. Pre-Audit Subcontractor Review Questionnaire
 2. Financial review of one monthly reimbursement request, specifically: verification of all related financial support documentation utilized in the development of the specific reimbursement request
 3. Onsite examination of Contractor financial recordkeeping systems and procedures relative to the development of the reimbursement request and receipt of payments.
- Upon completion of the annual fiscal audit the **Community Health Services Division and/or Nutrition Services Program** will provide Contractor a findings report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures will be negotiated between Contractor and the **Community Health Services Division and/or Nutrition Services Program**.

C. Sub-Contractor Requirements

- If a portion of the services under this Agreement are to be performed by a third-party, Contractor must submit a formalized agreement to **Nutrition Services Program** for approval prior to the execution of the contract and the provision of services by the sub-contractor. Failure to initiate request and receive written prior approval of sub-contractor may result in the disallowance of payments to the third-party.

- Contractor shall ensure that all sub-contracts, scopes of services, line item budgets and budget narratives are submitted in the format as set forth by County or funding mandates. The decision to approve or disapprove any sub-contracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.
- Contractor shall reimburse pre-approved subcontractors or personal consultants only for those services actually provided or for those activities actually performed, with appropriate expenses included in the Contractor's approved reimbursement requests. There shall be no advance payments to subcontractors or personal consultants.

D. Evaluation Participation

- Contractor shall participate in any activities required for the **Community Health Services Division and/or the Nutrition Services Program** local, state and/or national evaluation component. This includes, but is not limited to, collection and reporting of data, attendance at meetings and participation in site visits. Contractor will be notified in writing prior to the activity(ies) and scheduling and participation will be negotiated between the Contractor and **the Nutrition Services Program**.

E. Other Provisions

- The continuation, suspension or termination of this Contract and payments hereunder shall be subject to the availability of funds to the Alameda County Department of Public Health, the **Community Health Services Division and/or the Nutrition Services Program**. **The Nutrition Services Program** agrees to notify the Contractor in writing of any modifications, payment delays, or terminations that result from funding availability.

Should unforeseen circumstances develop related to this Contract and impacting the successful performance of the agreed-upon services or any other required compliance provisions by the Contractor, continuation, suspension or termination may be mutually agreed upon within a thirty (30) day negotiating period by the Contractor and **the Nutrition Services Program**.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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

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

MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline™**

Alameda County Public Health Department
1000 Broadway
Oakland CA 94607

Sender: Robyn Tryon

Phone: 510-986-6750

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

Date: 7/23/2020

No. of Pages: 4

URL: www.keenan.com

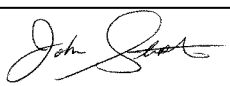
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The attached document(s) contain certification of insurance coverage for the insured named in the subject above. Your company is listed as the organization requesting receipt of these documents.

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.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.

Northern California ReLiEF		CERTIFICATE OF COVERAGE		Issue Date 7/23/2020	
ADMINISTRATOR: Keenan & Associates 1111 Broadway, Suite 2000 Oakland, CA 94607 510-986-6750 www.keenan.com		LICENSE # 0451271		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.	
COVERED PARTY: Oakland Unified School District 1000 Broadway, Suite 680 Oakland CA 94607		ENTITIES AFFORDING COVERAGE: ENTITY A: Northern California ReLiEF ENTITY B: ENTITY C: ENTITY D: ENTITY E:			
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.					
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	NCR 01711-12	7/1/2020 7/1/2021	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 01711-12	7/1/2020 7/1/2021	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-12	7/1/2020 7/1/2021	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-12	7/1/2020 7/1/2021	\$ 100,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: As respects to agreement # 900322 between the Alameda County Public Health Department and Oakland Unified School District for their annual nutrition services grant for the Nutrition Education Obesity Prevention Program and Coordination through the coverage expiration date.					
CERTIFICATE HOLDER: Alameda County Public Health Department 1000 Broadway Oakland CA 94607			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS		
			 John Stephens AUTHORIZED REPRESENTATIVE		

DISCLAIMER

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

ENDORSEMENT

ADDITIONAL COVERED PARTY

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

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

Additional Covered Party:

Alameda County Public Health Department
1000 Broadway
Oakland CA 94607

As Respects:

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

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



Authorized Representative

Issue Date: 7/23/2020

WC-3043

CERTIFICATE OF COVERAGE

07/23/2020

**PUBLIC RISK INNOVATION,
SOLUTIONS AND MANAGEMENT**

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

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

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

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

Member:

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

COVERAGE
AFFORDED BY: **B**

COVERAGE
AFFORDED BY: **C**

COVERAGE
AFFORDED BY: **D**

Coverages

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

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

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.**Description of Operations/Locations/Vehicles/Special Items:**

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

Certificate Holder

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

Cancellation

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

AUTHORIZED REPRESENTATIVE


Public Risk Innovation, Solutions and Management

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

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

Exhibit D

Audit Requirements

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

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

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

B. Funds from All Sources:

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

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

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

C. General Requirements for All Audits:

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

II. AUDIT REPORTS

A. For Single Audits

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

B. For Audits other than Single Audits

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

III. AUDIT RESOLUTION

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

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

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

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

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

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

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

VI. INDIVIDUAL CONTROL OVER PHI

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

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

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

Name: Oakland Unified School District

By (Signature): 

Print Name: Shanthi Gonzales

Title: President, Board of Education

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: Shanthi Gonzales **TITLE:** President, Board of Education

SIGNATURE:  **DATE:** 3/11/2021



Organization	Oakland Unified School District (OUSD)
Program	Active Oakland, A Comprehensive Safe Route 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 activities such as: the Safe Routes to School Wellness Champion Program, Teacher Training Curriculums, 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.	<ul style="list-style-type: none"># of SRTS Volunteer Champions# of SRTS Wellness Champions# of SRTS Volunteer Champions that attend trainings# of SRTS Wellness Champions that attend trainings	<ul style="list-style-type: none">Training rostersActive Oakland tracking tool	<ul style="list-style-type: none">At least 55% of SRTS Wellness Champions will attend trainings and run school site activities.At least 55% of SRTS Volunteer Champions will attend training and run school site activities	<ul style="list-style-type: none"># of SRTS well-attended programs and activities on campus.% of teacher surveys that rate the SRTS Program as impactful or highly impactful.	<ul style="list-style-type: none">Champion Activity LogsActive Oakland tracking toolRetrospective Teacher Survey	<ul style="list-style-type: none">A 5% increase of students who walk, bike or carpool to school will be evidenced year to year.	<ul style="list-style-type: none">% of students who walk, bike or carpool to school increases.	<ul style="list-style-type: none">Parent SurveysClassroom TalliesEvent TalliesAlameda County Transportation Commission online toolPrincipal and Volunteer Site Champion survey in coordination with Active Oakland partners.
Comprehensive Menu of Services: SRTS	<ul style="list-style-type: none"># of major events (Walk and Roll to	<ul style="list-style-type: none">Active Oakland tracking	<ul style="list-style-type: none">50% will implement at least 1	<ul style="list-style-type: none">% implementing at least 1	<ul style="list-style-type: none">Active Oakland tracking	<ul style="list-style-type: none">70% of schools that participated in encouragement/educat	<ul style="list-style-type: none">% of Schools that participated in encouragement/educa	<ul style="list-style-type: none">End of year qualitative survey



services offered to up to 25 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), <ul style="list-style-type: none"># encouragement activities (ex. Monthly walk & roll to school days)# of schools opting in to Comprehensive Menu of Services (education activities)	sheets	encouragement activity. <ul style="list-style-type: none">65% will opt in to at least 1 educational activity from the menu of servicesOf Active Oakland Schools, 60% conduct at least 2 of the major events	encouragement activity. <ul style="list-style-type: none">% opting in to at least 1 educational activity from the menu of servicesOf Active Oakland Schools, % conducting at least 2 of the major events	sheets	ion & major events, will report satisfaction and success.	tion & major events reporting satisfaction and success.
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