**REVISED**

Alameda County
Social Services Agency

**AGENDA__ September 20, 2022**

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

June 22, 2022

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT:** APPROVE A FIRST AMENDMENT TO THE STANDARD SERVICES AGREEMENT BETWEEN THE ALAMEDA COUNTY SOCIAL SERVICES AGENCY AND BIT CALIFORNIA LLC DBA DOCUMENT FULFILLMENT SERVICES

**RECOMMENDATION:**

A. Approve a First Amendment to the Standard Services Agreement (Procurement Contract No. 15580) with BIT California LLC dba Document Fulfillment Services (Principal: James Gilbride; Location: Sacramento) to continue provision of the CalWORKs Information Network client correspondence printing and mailing services, extending the contract term of 9/1/17 - 6/30/22 by an additional 13 months and 1 day from 7/1/22 - 9/1/23, increasing the contract amount from $12,886,519 to $15,636,519 ($2,750,000 increase);

B. Adopt a Resolution to waive the competitive bidding requirements with respect to this contract; and

C. Approve the Auditor-Controller to pay for services received by the Social Services Agency for the retroactive period of 7/1/22 - 9/30/22, not to exceed the amount of $401,972.55.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve an amendment to the Standard Services Agreement approved by your Board on 12/19/2017 (File No. 30036; Item No. 2) with Document Fulfillment Services (DFS) to allow for Alameda County Social Services Agency (SSA) to transition databases from CalWORKs Information Network (CalWIN) to California Statewide Automated Welfare System (CalSAWS). The agreement is necessary to ensure the seamless

continuation of client correspondence needed for CalWIN clients until the implementation of CalSAWS which is scheduled to go live in Alameda County on September 1, 2023. Due the critical need of DFS services, a retroactive payment to cover postage rendered between July 1, 2022 through September 30, 2022 is needed to prevent a stoppage of all printing and mailing service which would directly impact notice to impact clients.

CalWIN is an automated welfare information system used for determining public assistance eligibility, computing, and issuing benefits, and tracking the provision of social services. The processing of client correspondence includes printing in multiple languages, printing in color, sorting, folding, inserting, and mailing. DFS will continue to provide all materials, equipment, and labor to process and mail client correspondence on a cost-effective and timely basis. SSA staff will communicate with the vendor, assist with troubleshooting, inspect, and evaluate vendor performance throughout the contract period.

Correspondence includes notices and forms that are mailed to benefit applicants or clients to provide or request information about their cases. Programs included in the mailings are CalFresh Pre-Population Initiative, where existing Medi-Cal clients are notified that they are eligible for CalFresh benefits and provided with an application that is pre-populated with their identifying information existing in the State Case Management Systems, CalWIN, and Housing. The Social Services Agency also utilizes DFS to correspond with the 42,000 Low Income Health Program clients who have transitioned to SSA, due to new Health Care Reform requirements.

**SELECTION CRITERIA/PROCESS:**

*As the lead in the CalWIN Consortium, on March 29, 2016, Sacramento County issued a Request for Proposal (No. RFP8352) soliciting vendors who can provide CalWIN client correspondence printing and mailing services. DFS was selected as a result of the RFP.*

*On June 6, 2017, Sacramento County's Board of Supervisors adopted a Resolution (No. 2017-0402) and approved entering into a contract with DFS. Other counties participating in the Consortium, including Alameda County, piggybacked upon Sacramento County's contract. As a result, your Board approved a Standard Services Agreement with DFS on December 19, 2017, to provide CalWIN client correspondence printing and mailing services for the period of 9/1/17-6/30/22, (File No. 30036, Item No. 2).*

*On June 21, 2022, the General Services Agency approved a Sole Source Waiver (No. 8317, Expiration: 9/1/23) for DFS. On June 28, 2022, the Office of Contract Compliance & Reporting issued a Federal Small Local Emerging Business Waiver (No. 1131-A, Expiration: 9/1/23) to DFS.*

**FINANCING:**

Funding for the contract amendment is included in the Social Services Agency Fiscal Year (FY) 2022-23 Approved Budget and will be requested in FY 2023-24. There is no additional net County cost.

**VISION 2026 GOAL:**

This project meets the 10X goal pathway of **Employment for All** in support of our shared vision of a **Thriving and Resilient Population**.

Sincerely,

DocuSigned by:
Andrea Ford
CFBDBF387EBC493...

Andrea Ford
Interim Agency Director

Attachments:
1. One set of four Standard Services Agreement First Amendments
2. Sole Source
3. SLEB Waiver
4. Resolution

# A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PURCHASING PROCEDURES FOR THE BIT CALIFORNIA LLC DBA DOCUMENT FULFILLMENT SERVICES

RESOLUTION NUMBER R-2022-449

WHEREAS, BIT California LLC dba Document Fulfillment Services (DFS) partnered with various counties in California to create a correspondence system for the CalWORKs Information Network (CalWIN) to provide printing and mailing services; and

WHEREAS, DFS was selected during a procurement process completed by Sacramento County, the lead in the CalWIN consortium county on whose contract the other participating consortium counties piggybacked their procurement; and

WHEREAS, CalWIN is an automated welfare information system used for determining public assistance eligibility, computing and issuing benefits, and tracking the provision of social services. The processing of client correspondence includes printing in multiple languages, printing in color, sorting, folding, inserting, and mailing. DFS will provide all materials, equipment, and labor to process and mail client correspondence on a cost-effective and timely basis. SSA staff will communicate with vendor, assist with troubleshooting, inspect and evaluate vendor performance throughout the contract period; and

WHEREAS, SSA also utilizes DFS services to correspond with the 42,000 Low Income Health Program (LIHP) clients who have transitioned to SSA, due to new Health Care Reform requirements; and

WHEREAS, on December 19, 2017, the County of Alameda entered into a Standard Services Agreement with DFS for the period of September 1, 2017 through June 30, 2022; and

WHEREAS, the County of Alameda wished to retain the services of DFS to continue to provide printing and mailing correspondence for CalWIN to allow for sufficient timing for the implementation of the new system; and

WHEREAS, the County of Alameda Administrative Code Sections 4.12.010 and 4.12.070 require the solicitation of bids except in unusual cases where the Board of Supervisors has, by resolution, found and determined that the public interest would not be served by complying with the bid solicitation process; and

WHEREAS, the Board has determined that DFS has the necessary professional qualifications and has demonstrated competence in providing training and assessment services and that the public interest would not be served by requiring a bid solicitation process in this situation.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.

2. The requirements in Administrative Code Sections 4.12.010 to .020 for the solicitation of bids are hereby waived for the selection of the BIT California LLC dba Document Fulfillment Services.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on September 20, 2022 by the following called vote:

AYES: Supervisors Borwn, Haubert, Miley, Valle, & President Carson - 5
NOES: None
EXCUSED: None

Keith Carson
President of the Board of Supervisors
County of Alameda, State of California

APPROVED AS TO FORM:
Donna Ziegler, County Counsel

By: _____, Deputy
ATTEST:
Clerk of the Board of Supervisors,
County of Alameda

By: DocuSigned by: Victoria Wu 0D761CB1CEEC42E
Victoria Wu
Assistant County Counsel

# Alameda County Auditor-Controller Agency, Office of Contract Compliance & Reporting (OCCR)
# FEDERAL GRANT FUNDS SMALL LOCAL EMERGING BUSINESS (SLEB) WAIVER REQUEST

REQUIRED TO SOLICIT BIDS/PROPOSALS AND AWARD/AMEND CONTRACTS THAT INCLUDE FEDERAL GRANT FUNDS THAT PROHIBIT GEOGRAPHICAL PREFERENCES

☐ Solicit Bids ☐ Award Contract/Issue PO ☒ Renew/Amend Contract

**Instructions for Departments:**

1. ***Preparer***: Review/complete Sections A – C below and upload required supporting documents. Upon completion, click "Finish." DocuSign will automatically route this Federal Grant Funds SLEB Waiver Request via email for review and electronic signature as needed.
2. ***Approver***: Please review, electronically sign, and click "Finish." DocuSign will automatically route the Waiver Request to OCCR.
3. OCCR may contact requesting departments for additional documentation as needed.
4. See Page 3 for additional information and instructions following the Waiver being approved or denied by OCCR.

**A. Complete items 1-5.**

**1.** Requesting Department Name: Contracts Unit (Finance Department) Request Date: 6/28/2022

Contact First / Last Name: Joanna Saeteurn QIC: 20203

Email Address: jsaeteur@acgov.org Phone #: 5102719122

Procurement Description: CalWORKs Information Network (CalWIN) client correspondence printing and mailing services

**2.** Catalog of Federal Domestic Assistance (CFDA) Number (Contact OCCR for assistance if needed): 93.558

**3.** Code of Federal Regulations (CFR) Name/Number (Contact OCCR for assistance if needed): Health and Human Services 45 CFR 92 (2CFR200)

**4.** State Regulation Name/Number (as applicable): N/a

**5.** Previously approved 110-17 Waiver numbers as applicable for reference (supporting documents, etc.): 1131

**B. Check the applicable boxes below to indicate the required supporting documents and click the paperclip icon in the upper right hand corner to upload them.**

1. ☒ Board letter(s) approving acceptance and/or expenditure, as needed, of grant funds for the procurement described above.
2. ☐ Federal Regulation (CFDA, CFR, etc.) section that specifically prohibits geographical preferences.
3. ☐ Sub grant documents if the Federal grant funds are sub granted or passed through the State to the County where State law prohibits geographical preferences.
4. ☒ Previously approved 110-17 Waivers for this procurement to solicit bids and/or to award a contract/issue PO or to renew/amend contract.

**C. Complete information in applicable box (1, 2, or 3) below for this Waiver Request:**

**1. ☐ Solicit Bids**

Please Note:

If approved, use of County Counsel approved modified SLEB Provisions is required.

**Authorized Approver Signature** **Date**

**OCCR Approval:**

☐ Request approved by OCCR Date: _____

OCCR Signature

Waiver Expiration Date _____

Federal Grant Funds SLEB Waiver **#F**

☐ Request denied by OCCR

Reason: _____

**2. ☐ Award Contract/Issue PO**

A. Contractor Name/City: BIT California LLC. Dba Document Fulfillment Services (DFS) West Sacramento.

B. Total Contract Value: $ 15,636,519

C. Contract Start Date: 07/01/2022

D. Contract End Date: 09/01/2023

E. Procurement Contract #: 15580

**Authorized Approver Signature** **Date**

**OCCR Approval:**

☐ Request approved by OCCR Date: _____

OCCR Signature

Waiver Expiration Date _____

Federal Grant Funds SLEB Waiver **#F**

☐ Request denied by OCCR

Reason: _____

**3. ☒ Renew/Amend Contract**

A. Amended Contract End Date: 09/01/2023

B. Increase Amount: $ 2,750,000

C. Total Amended Amount: $ 15,636,519

D. Procurement Contract #: 15580

DocuSigned by: Robert Woolley 6/28/2022
054B7D50DF1847B...

**Authorized Approver Signature** **Date**

**OCCR Approval:**

☒ Request approved by OCCR Date: 6/29/2022

DocuSigned by: Lena Lee
B7274B7BD648495...

OCCR Signature

Waiver Expiration Date 09/01/2023

Federal Grant Funds SLEB Waiver **#F** 1131-A

☐ Request denied by OCCR

Reason: _____

For OCCR use only (as applicable): See Waiver #F_____ for supporting documentation
Notes:

**Additional Information/Instructions:**

Please note the following:

1. Upon OCCR approval, a Federal Grant Funds SLEB Waiver number will be entered in the appropriate item C box and the Waiver Request will be automatically emailed via DocuSign to the Preparer/Requester and Approver.

2. Denied Waiver Requests will indicate the reason for denial and automatically be emailed via DocuSign to the Preparer/Requester and Approver.

3. Departments must
    a) Include a copy of the approved DocuSign Form 110-17 when requesting contracting opportunities to be advertised by GSA. This authorizes and directs GSA to remove SLEB and Local provisions from bid and contract documents in accordance with County Counsel direction.
    b) Upload a copy of the approved DocuSign Form 110-17 to the Alcolink Requisition when requesting Purchase Orders to be issued or a Procurement Contract to be approved/amended.
    c) Enter the approved Federal Funds SLEB Waiver number in Alcolink Procurement Contract module, Sub-Contractor Compliance page.
    d) Maintain copies of pertinent approved DocuSign Form 110-17s with contract documents and ensure the copies are uploaded and available to the Alcolink Procurement Contract file for audit purposes.

4. All other County procurement policies and procedures remain the same (i.e. competitive bidding, sole source, Board approval, etc.).

5. Please see the Federal Grant Funds SLEB Waiver Procedure in the Document Center for additional information or contact OCCR.

# FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the Alameda County Social Services Agency ("County") and BIT California LLC dba Document Fulfillment Services (DFS) ("Contractor"), with respect to that certain agreement entered by them on September 1, 2017, (referred to herein as the ("Agreement") pursuant to which Contractor provide CalWIN client correspondence printing and mailing services.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

    a. The term of this Agreement shall be from September 1, 2017 through September 1, 2023. The compensation payable to Contractor hereunder shall not exceed **$15,636,519** (fifteen million, six hundred thirty-six thousand, five hundred nineteen dollars ) for the term of this Agreement.

| Fiscal Year | Contract Amount (not to exceed) | Contract Term |
|---|---|---|
| 2017-2018 | $2,221,751 | Sept 1, 2017 – June 30, 2018 |
| 2018-2019 | $2,666,192 | July 1, 2018 – June 30, 2019 |
| 2019-2020 | $2,666,192 | July 1, 2019 – June 30, 2020 |
| 2020-2021 | $2,666,192 | July 1, 2020 – June 30, 2021 |
| 2021-2022 | $2,666,192 | July 1, 2021 – June 30, 2022 |
| 2022–2023 | $2,750,000 | July 1, 2022 – Sept 1, 2023 |

    b. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be considered to be effective July 1, 2022, upon execution by County ("Effective Date").

    c. TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its CalWIN client correspondence printing and mailing services shall not exceed **$15,636,519** payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

2. A Revised Exhibit B, Payment Terms, is attached to this First Amendment.

3. Attached hereto is Exhibit C, the current insurance requirements.

4. DEBARMENT AND SUSPENSION CERTIFICATION:

a. By signing this First Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

    i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;

    ii. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

5. Attached hereto is Exhibit E, a Contract Compliance Requirements.

6. Attached hereto is Exhibit F, THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of $1,000,000 statement executed by Contractor.

7. A Revised Exhibit G, Additional Contract Provisions Federal Provisions, is attached to this First Amendment.

8. A Revised Exhibit G-1, Certification for Contracts, Grants, Loans, and Cooperative Agreements Certification Regarding Lobbying (Appendix A, 44 C.F.R. Part 18), is attached to this First Amendment.

9. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

**IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement. By signing below, signatory warrants and represents that he/she executed this First Amendment in his/her authorized capacity and that by his/her signature on this Second Amendment, he/she or the entity upon behalf of which he/she acted, executed this Agreement.**

**COUNTY OF ALAMEDA**

By: Keith Carson
(Signature)

Name: Keith Carson
(Printed)

Title: President of the Board of Supervisors,

Date: 9/27/2022

**CONTRACTOR / TASC**

By: DocuSigned by: James Gilbride B3F5A05CD1E3490...
(Signature)

Name: James Gilbride
(Printed)

Title: President & Chief Technology Officer

Date: 7/11/2022

**Approved as to Form:**

By: DocuSigned by: Victoria Wu 0D761CB1CEFC42F...
County Counsel Signature

Date: 7/11/2022

**REVISED EXHIBIT B (Amendment 1)**

**PAYMENT TERMS**

1. Total payment under the terms of this Agreement will not exceed the total amount of **$15,636,519**. The Contractor will receive the following amounts per fiscal year:

| Fiscal Year | Contract Amount (not to exceed) | Contract Term |
|---|---|---|
| 2017 - 2018 | $2,221,751 | Sept 1, 2017 – June 30, 2018 |
| 2018 - 2019 | $2,666,192 | July 1, 2018 – June 30, 2019 |
| 2019 - 2020 | $2,666,192 | July 1, 2019 – June 30, 2020 |
| 2020 - 2021 | $2,666,192 | July 1, 2020 – June 30, 2021 |
| 2021 - 2022 | $2,666,192 | July 1, 2021 – June 30, 2022 |
| 2022 – 2023 | $2,750,000 | July 1, 2022 – Sept 1, 2023 |

Cost includes all taxes and all other charges.

2. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of services rendered, within thirty days upon receipt and approval of monthly invoice.

3. Invoices submitted for payment will be monthly in arrears. At a minimum, the invoices must contain the following information: vendor name, vendor number, invoice number, invoice date, remit-to address, bill-to address, purchase order (PO) number, quantities, description of product(s)/services(s), price per unit, discount percentage, extended price per unit, applicable sales/use tax (if applicable), invoice total, and payment due date. Charges shall be itemized on invoices, e.g. price per image for printing and mailing, additional inserts by machine and/or by hand, and IT changes/enhancements, postage, etc.

4. The County has an existing Postage Deposit Account with DFS. County will provide funds to Contractor in the amount of $150,000 (the approximate equivalent of two months postage) upon execution of this Contract to maintain and replenish the Postage Deposit Account. Contractor will maintain a running balance of postage used and postage reimbursed and provide reporting with each invoice to County. If at any time during the month, the balance of the Postage Deposit Account drops below $10,000, Contractor will advise County and supply County with an invoice for postage expended to date for that month as well as all appropriate back up documentation. County will expedite the processing of the postage invoice. If this should occur two months in a row, County will amend this Contract to increase the amount of the Postage Deposit Account by amount agreed upon by County and Contractor. Contractor will be under no obligation to perform mailing services without a positive postage balance at the time of mailing. Upon completion of this Contract, including any amendments or extensions, Contractor will make County whole by returning any unused funds in the Postage Deposit Account and not billing for postage for the final month of the Contract.

5. County will pay Contractor upon successful completion and acceptance of the services listed in Exhibit A, according to established Fee Schedule, within thirty (30) days, upon receipt of original invoice.

6. Invoicing Procedures: Invoices will include details of charges billed and a description of work performed in each billing period. Invoices will be sent on a monthly basis (in arrears). The Social Services Agency (SSA) Finance Department has established a centralized Payments Unit. ***Please send all invoices and all payment questions to SSAInvoices@acgov.org.***

   This unit will be your point of contact for all payment and invoicing matters. If you need additional assistance, please contact Beverly Warren, Financial Services Officer, at brwarren@acgov.org.

   Invoices must contain the following elements:

   a) Must be on company letterhead that includes name, address, and contact information.
   b) For Community Based Organizations, must be signed by the head of the organization, i.e., Executive Director, CEO, etc.
   c) Document must contain the title *Invoice*.
   d) The date of the invoice.
   e) A description of services.
   f) The date range for services provided.
   g) If needed, itemization of any sales tax and delivery/postage charges.
   h) The Purchase Order (PO) number provided by the County.
   i) The total amount owed.
   j) Remittance instructions/address.
   k) A *cc* indication at the bottom of the invoice with names of people who received courtesy copies.

   The CEO or Executive Director must be included in the *cc*.

7. All data as required by your contract, including participant's full name, addition date, termination date, total additions and terminations, applicable charges, type of notification sent, vendor number, payee name, and invoice contract information.

8. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

9. Upon notice to proceed from County, Contractor shall perform in accordance with the price schedule below. The following prices shall remain constant for the duration of the Agreement from July 1, 2022 through September 1, 2023.

| Price Schedule | | |
|---|---|---|
| **Services** | **Unit Price** | **Unit of Measure** |
| BW Printing PCL5 Files (DXC Images) | $0.0337 | Image |
| BW Printing PDF Files (DXC Images) | $0.0337 | Image |
| BW Printing Collateral Material (Collateral Images) | $0.0337 | Image |
| Variable Full Color Printing (Optional for DSC and/or Collateral Images) | $0.0412 | Image |
| Inserting by Machine per 1,000 | $7.00 | Per 1000 |
| Inserting by Hand per 1,000 | $20.00 | Per 1000 |
| Folding Supplied Material | $0.01000 | Each |
| IT Changes – Enhancements per hour | $85.00 | Hour |
| Document extract, index and FTP | $0.02200 | Image |
| CASS/NCOA Processing Fee per Record | $0.00600 | Record |

**Postage**

| | | |
|---|---|---|
| Letter Size Postage | AADC Rate | Mail Piece |
| Flat Size Postage | 3 Digit Rate | Mail Piece |

10. Except as expressly modified by this Revised Exhibit B, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.

11. Upon notice to proceed from County, Contractor shall perform in accordance with established schedules and all terms of this Agreement.

# 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**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| B | **Commercial or Business Automobile Liability**<br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| C | **Workers' Compensation (WC) and Employers Liability (EL)**<br>Required for all contractors with employees | WC: Statutory Limits<br>EL: $100,000 per accident for bodily injury or disease |
| D | **Professional Liability/Errors & Omissions**<br>Includes endorsements of contractual liability | $1,000,000 per occurrence<br>$2,000,000 project aggregate |

**E** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, 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 minimum A.M. Best Rating of A- or better, 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:

– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.

7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:

   Contracts Office at 2000 San Pablo Ave., 4th Floor, Oakland, CA 94612

**EXHIBIT D**

**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: BIT California LLC

PRINCIPAL: James Gilbride TITLE: President & Chief Technology Officer

SIGNATURE: DocuSigned by: James Gilbride B3F5A05CD1E3490... DATE: 7/11/2022

**EXHIBIT E**

**COUNTY OF ALAMEDA**

**CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

The County of Alameda utilizes Elation Systems, a third party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems at (https://www.elationsys.com/APP/) free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.

## EXHIBIT F

## COUNTY OF ALAMEDA
## THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of $1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.
If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

_____

_____

NAME: BIT California LLC

PRINCIPAL: James Gilbride TITLE: President & Chief Technology Officer

SIGNATURE: DocuSigned by: James Gilbride B3F5A05CD1E3490... DATE: 7/11/2022

## EXHIBIT G

## ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

### I. General Provisions

A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

C. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole

or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out

such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

E. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

   a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

   b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in

turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials**.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
   b. Meeting Contract performance requirements; or
   c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses

in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

   a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

   b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

   a. This clause does not prohibit contractors from providing—
      (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
   b. By necessary implication and regulation, the prohibitions also do not apply to:
      (1) Covered telecommunications equipment or services that:
         1. Are *not used* as a substantial or essential component of any system; and
         2. Are *not used* as critical technology of any system.
      (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

   a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority

businesses, women's business enterprises, and labor surplus area firms are used when possible.

**II. Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ''Anti-Kickback'' Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

**Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, contractors are required to pay wages not less than once a week.

**Copeland ''Anti-Kickback'' Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## REVISED EXHIBIT G-1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, BIT California, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
James Gilbride
B3F5A05CD1E3490...

Signature of Contractor's Authorized Official

7/11/2022

Date

James Gilbride

Name

President & Chief Technology Officer

Title

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** Senior Support Program of the Tri-Valley

**Service Category:** Visiting - Title III-B

**Originating Staff**

**Name:** Ramil Rivera **Date:** 10/27/22

1. **AAA Supervisor Review (Delbert)**
   **Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 10/31/2022
2. **AAA Director Review (Jennifer)**
   **Signature:** DocuSigned by: Jennifer Stephens-Pierre C3ECA36ACC0F421... **Date:** 10/31/2022

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**
   **Signature:** DocuSigned by: Bruce Levitch C75C3AC3226D448... **Date:** 10/31/2022
5. **Financial Analyst (Diogo)**
   **Signature:** DocuSigned by: Diogo Eusebio 5CD82AC7412E4A2... **Date:** 11/1/2022
6. **Interim Finance Director (Robert)**
   **Signature:** DocuSigned by: Robert Woolley 054B7D50DF1847B...
   **Date to SSA Director for Signature:** 11/2/2022
7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **68092** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900045** Procurement Contract #: **24144** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **33605** | | | **$ 34,599** | **$ 34,599** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 7,758** | **$ 7,758** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2130-E** Contract Maximum: **$42,357**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Ramil Rivera** Telephone #: **(510) 268-2441** QIC Code: **23501**

Contractor Name: **Senior Support Program of the Tri-Valley**

Project Name: **Visiting - Title IIIB**

Contractor Address: **5353 Sunol Boulevard, Pleasanton, CA 94566**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **1**

BOS Dist. #: **4**

Contractor Telephone #: **(925) 222-2273** Fax #: **(925) 202-0116** E-mail (Signatory): **christine@cityservecares.org**

Contractor Contact Person: **Christine Beitsch-Bahmani** E-mail (Contact): **christine@cityservecares.org**

Contract Service Category: **Visiting - Title IIIB** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$42,357** | | | | |
| Amount of Encumbrance | **$ 42,357** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | | | | |

| Funding Source Allocation: | Federal - CFDA #: **93.044** | State | County | |
|---|---|---|---|---|
| | **$ 34,599** | | **$ 7,758** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF387EBC493... Signature

**Andrea Ford**
Print or Type Name

Title **Interim Agency Director** Date 11/2/2022

**CONTRACTOR**

By DocuSigned by: Christine Beitsch-Bahmani BC6088151004419... Signature

**Christine Beitsch-Bahmani**
Print or Type Name

Title **Interim Executive Director** Date 10/21/2022

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

| ALOLINK Master Contract #: **900045**<br>Supplier ID #: **68092** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888 / 6** |
|---|---|

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900045** ("Master Contract") made and entered into by and between **Senior Support Program of the Tri-Valley** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED VISITING SERVICES**
**FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $42,357.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C-2 Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

DocuSigned by:
By: Andrea Ford
CFBDBF387EBC493...

Andrea Ford

Title: Interim Agency Director

Date: 11/2/2022

**CONTRACTOR**

DocuSigned by:
By: Christine Beitsch-Bahmani
BC6088151004419...

Christine Beitsch-Bahmani

Title: Interim Executive Director

Date: 10/21/2022

# EXHIBIT A

## PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **Senior Support Program of the Tri-Valley,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 – June 30, 2023** |
| **Type of Services** | **Visiting Services** (Title IIIB, Fed. Catalog # 93.044) |

## I. PROGRAM GOALS

A. Visiting Services are provided to socially-isolated functionally impaired individuals 60 years of age or older in order to provide contact and safety checks for reassurance and support and to assist older individuals to remain living independently in their homes.

B. Visiting Services provide reassurance and comfort through visits or by telephone to individuals having difficulty with one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, or doing light housework.

C. Services shall be targeted to older residents of **East** Alameda County (Dublin, Pleasanton, Livermore, and Sunol) with a special emphasis on low-income minority Older Adults. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage

media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older Americans Act Performance System (OAAPS, all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure in accordance with AAA Policies and Procedures guidelines. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

    a. 30-days of the start date of this Contract,
    b. 30-days of the start date of any new employee, volunteer, or subcontractor,
    c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.
b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

C. **SERVICE OBJECTIVES**

1. Visiting programs shall be available, staffed, and provide direct services at the older adult's residence.

2. Services shall be targeted to socially isolated Older Adults, who may be functionally impaired, and who are at risk of institutionalization due to physical or cognitive problems, lack of adequate informal support system, or caregiver burnout.

3. Visiting services shall be carried out by trained volunteers under the supervision management of agency staff. All new volunteers who enter the program shall be given an orientation regarding the nature of the Visiting Program.

4. A face-to-face assessment interview shall be conducted with each older adult requesting a friendly visitor in the older adult's place of residence.

5. The Project Manager or Visiting Services Coordinator shall make matches of older adults with Visiting Program volunteers to ensure that the match is compatible. The Visiting Coordinator shall: **(*These tasks shall not be designated to a volunteer.)***

   a. Screen potential volunteers through telephone and personal contact.
   b. Assess referrals of Older Adults to the Visiting program from agencies, family members, social workers, and Older Adults to determine expectations, suitability for the program, and time needed to make an appropriate match.
   c. Assess Older Adults in need of a match.
   d. Match volunteers and Older Adults based on suitable criteria.
   e. Make follow-up calls to Older Adults and volunteers to determine success

of match, identify and address problems, and provide support to both Older Adults and volunteers.

f. Respond to concerns of Older Adults and volunteers regarding the program.

g. Provide program information to individuals interested in serving as Friendly Visitors.

h. Compile and maintain a file of volunteers, including documentation of volunteer hours and services provided.

6. Visiting program service activity shall consist of each older adult receiving at least one home visit from a friendly visitor each week.

7. Visiting program shall work with local senior centers, volunteer centers, and other community organizations to seek referrals and new volunteers to participate in the program.

8. The number of Older Adults receiving Visiting Services shall be reported monthly on AAA 186 MIS Report.

D. **MIS UNITS OF SERVICE**

1. Contractor shall perform the following units of service during this contract period in a manner that distributes them reasonably and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older as follows:

East County

| | | |
|---|---|---|
| a. | Aged 75 and older | 25% |
| b. | Low-Income ((Greatest Economic Need) | 16% |
| c. | Functionally Impaired | 25% |
| d. | Minorities | 24% |

3. Contractor shall provide Visiting services to a minimum of one hundred ten (110) New (Unduplicated) Older Adults during the annual contract period.

4. Contractor shall provide a minimum of two thousand four hundred ninety-one (2,491) Visiting hours during the annual contract period.

| **# OF NEW OLDER ADULTS TO BE SERVED** ANNUALLY | **SERVICE UNIT NAME** | **NUMBER OF UNITS TO BE PROVIDED** | |
|---|---|---|---|
| | | **ANNUALLY** | **MONTHLY** (approx.) |
| 110 | Visiting | 2,491 | 208 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title III B and III D:** Individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

2. **New Older Adult:** An individual 60 years or older, who receives service through the terms of this contract as of July 1 of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Older Adult receiving services related to this grant is counted only once during the contract year.
**Unit: one contact per contract period**

3. **Visiting:** Visit a client to provide contact and safety checks to reassure and support older individuals. **Unit of Measurement: one hour**

4. **Aged 75 and older:** An Older Adult who is 75 years of age and older.

5. **Low-Income (Greatest Economic Need):** Having monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

6. **Functionally Impaired:** Appears (on the basis of initial observation or reports) to be unable to independently and safely perform activities of daily living (ADLs) - bathing, dressing, toileting, eating, getting in/out of bed, and walking - and/or instrumental activities of daily living (IADLs) - doing heavy housework, doing light housework, shopping, preparing meals, managing medications, using a telephone, managing money, or transportation ability.

7. **Minority:** A member of any race other than Caucasian. Minority races include American Indian/Alaska Native, African American/Black, Asian, Asian Indian, Cambodian, Chinese, Filipino, Japanese, Korean, Laotian, Vietnamese, Other Asian, Native Hawaiian/Pacific Islander, Guamanian, Hawaiian, Samoan, Other Pacific Islander, any Other Race.

8. **Child:** An individual who is not more than eighteen (18) years of age.

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

A. **TYPES OF SERVICES**

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

1. **Supportive Services**

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

B. **NON-COMPLIANCE: STAGES OF SANCTIONS**

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),

(2) The contractor has adequately demonstrated corrective action, or
(3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) work day after the monthly invoice, activity report, other required reports are due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable)

during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.

d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.

e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.

f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained

from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

O. **LOBBYING CERTIFICATION**

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall

complete and submit Standard Form-LLL "Disclosure of Lobbying Activities" (Attachment C) in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract

performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

    a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
    b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

    a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
    b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

    a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit requirements.
    b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

    a. Albany Senior Center
    846 Masonic
    Albany, CA 94706
    510-524-9122
    b. Oakland Department on Aging

200 Grand Avenue
Oakland, CA 94610
510-238-3284

c. J-Sei, Inc.
1285 66th St.
Emeryville, CA 94608
510-654-4000

d. North Berkeley Senior Center
1901 Hearst St.
Berkeley, CA 94710
510-981-5190

e. South Berkeley Senior Center
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

f. Emeryville Senior Center
4321 Salem St.
Emeryville, CA 94608
510-596-3730

g. Fruitvale San Antonio Senior Center
3301 E. 12th Street, Suite 201
Oakland, CA 94601
510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

a. Dublin Senior Center
7600 Amador Valley Blvd.
Dublin, CA 94568
925-556-4511

b. Pleasanton Department of Parks and Community Services
5353 Sunol Blvd.
Pleasanton, CA 94566
925-931-5365

c. Livermore Senior Services Center
4444 East Avenue
Livermore, CA 94550
925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

V. **UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be

unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

W. **PRIORITY HIRING CONSIDERATIONS**

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

X. **PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS**

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

Y. **SAME-SEX MARRIAGE**

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in

[45 CFR 92.20 (governmental) or 45 CFR74.211 (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

## C. REPORTING REQUIREMENTS

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older Americans Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be

forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known*: 4c | | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

## EXHIBIT B-1

## ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET

Contractor: Senior Support of the Tri-Valley  Contract Term: 7/01/2022 - 6/30/2023

MIS Program: Visiting, Title IIIB

| SECTION 1 SALARIES AND EMPLOYEE BENEFITS | | | | |
|---|---|---|---|---|
| **1.1 PAID STAFF (FTE = _37_ hrs/wk)** | **TOTAL PROJECT** | **AAA FUNDED** | **OTHER** | |
| **List # pos., %FTE, wages** | **BUDGET (1)** | **PROJECT BUDGET (2)** | **CASH** | **IN-KIND** |
| Friendly Visiting Coordinator .68%FTE @$47621 | 32,382 | 32,382 | 0 | 0 |
| Director .035%FTE@92,000 | 3,150 | 3,150 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **35,532** | **35,532** | **0** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | |
| FICA | 2,931 | 2,931 | 0 | 0 |
| SUI/SDI | 675 | 675 | 0 | 0 |
| Workers' Comp. | 1,000 | 1,000 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **4,606** | **4,606** | **0** | **0** |
| **1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)** | | | | |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| TOTAL SALARY/BENEFIT BUDGET (Sections 1.1, 1.2, 1.3) | 40,138 | 40,138 | 0 | 0 |

## SECTION 2 SERVICES AND SUPPLIES

| 2.1 TRAVEL AND TRAINING | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| Staff Travel: 500@.55 | 375 | 375 | 0 | 0 |
| Conferences/Conventions | 0 | 0 | 0 | 0 |
| Staff Training - | 150 | 150 | 0 | 0 |
| Vol.Travel: ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| **Subtotal:** | **525** | **525** | **0** | **0** |
| **2.2 OCCUPANCY** | | | | |
| Rent or Mortgage | 7,150 | 0 | 0 | 7,150 |
| Telephone | 900 | 300 | 0 | 600 |
| Utilities | 1,800 | 0 | 0 | 1,800 |
| Janitorial/Maintenance | 2,300 | 0 | 0 | 2,300 |
| Insurance | 250 | 250 | 0 | 0 |
| Accounting Fees | 250 | 250 | 0 | 0 |
| **Subtotal:** | **12,650** | **800** | **0** | **11,850** |
| **2.3 OTHER BUDGET COSTS** | | | | |
| Printing | 350 | 350 | 0 | 0 |
| Socialization | 344 | 344 | 0 | 0 |
| Payroll | 200 | 200 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **894** | **894** | **0** | **0** |
| **2.4 VEHICLE BUDGET** | | | | |
| Gas/Oil_____ Miles x Rate _____ | 0 | 0 | 0 | 0 |
| Maintenance | 0 | 0 | 0 | 0 |
| Vehicle Insurance | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **TOTAL SERVICES/SUPPLIES BUDGET** | **14,069** | **2,219** | **0** | **11,850** |

## SECTION 3 CAPITAL EQUIPMENT

| **Capital Equipment** *List Items Costing $5,000+ (Include Funding Source)* | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **TOTAL CAPITAL EQUIPMENT BUDGET** | **0** | **0** | **0** | **0** |
| GRAND TOTAL BUDGET (Sections 1 - 3) | 54,207 | 42,357 | | 11,850 |

## SECTION 4 REVENUES

| REVENUE SOURCES: | Total Project Funds | AAA Project Funding | Other | | Committed Funds |
|---|---|---|---|---|---|
| | | | CASH | IN-KIND | |
| **Non-Match:** | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** | **0** |
| **Match:** | 0 | 0 | 0 | 0 | 0 |
| City of Pleasanton | 11,850 | 0 | 0 | 11,850 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **11,850** | **0** | **0** | **11,850** | **0** |
| Title III Client Donations (if applicable): | 0 | 0 | 0 | 0 | 0 |
| Title III Funds (if applicable): | 34,599 | 34,599 | 0 | 0 | 0 |
| County General Funds (if applicable): | 7,758 | 7,758 | 0 | 0 | 0 |
| TOTAL FUNDS: | 54,207 | 42,357 | 0 | 11,850 | 0 |

## SECTION 5 DEDUCTIVE FORMULA (Title III Funded Programs Only)

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET: | 54,207 |
| 2.) {LESS} COUNTY GENERAL FUNDS: | 7,758 |
| 3.) {LESS} OTHER NON-MATCH FUNDS: | 0 |
| 4.) {EQUALS} TITLE III BUDGET COSTS TO BE MATCHED: | 46,449 |
| 5.) {LESS} TITLE III MATCH FUNDS: [minimum of 10% OF LINE 4] | 11,850 |
| 6.) {LESS} TITLE III CLIENT DONATIONS: | 0 |
| 7.) {EQUALS} EARNED TITLE III FUNDS: | 34,599 |
| **8.) TOTAL CONTRACT FUNDING (Line 2+7)** | **42,357** |

**Exhibit B-2**

## SSPTV FY'22-23
## Agency Composite Budget (2022-23)

| Revenue - SSPTV | | | Total Contract | Projection FY22-23 |
|---|---|---|---|---|
| Mental Health) | 1,10,35 | | 88,000 | 88,000 |
| City of Livermore | 2 | | 11,000 | 11,000 |
| City of Dublin | 3 | | 17,000 | 17,000 |
| Friendly Visiting/AAA | 11 | | 42,357 | 42,357 |
| RESTRICTED | 8 | | 60,346 | 60,346 |
| DPHP | 9 | | 12,559 | 12,559 |
| Senior Injury Prevention/AAA | 18 | | 40,950 | 40,950 |
| Supv. Miley Measure A | 21-A | | - | - |
| Supv. Haggerty Measure A | 21-A | | 37,500 | 37,500 |
| Caregiver Access /AAA | 14 | | 57,640 | 57,640 |
| Case management/AAA | 15 | | 70,000 | 70,000 |
| APS Case Management | 38 | | 23,700 | 23,700 |
| Behavioral Health (Finding Wellness) | 13 | | 413,345 | 413,345 |
| ACTIA | 23 | | 189,000 | 189,000 |
| Medication Management | 20 | | 26,864 | 26,864 |
| Donations General | 17 | private | 125,481 | 125,481 |
| CARRY OVER - exceed cash | | | - | - |
| | | | - | - |
| | | | | - |
| **TOTAL REVENUE BUDGET YR 2022-23** | | | 1,215,742 | 1,215,742 |

| Personnel | Rate | Total Hours | Total Sal & Wages | |
|---|---|---|---|---|
| Adade, Angela | $ 24.61 | 20.00 | $ 25,594 | $ 25,594 |
| Alvarado, Jackie | $ 27.00 | 10.00 | $ 14,040 | $ 14,040 |
| Amin, Mercel/Interim Director | $ 45.76 | 40.00 | $ 95,181 | $ 95,181 |
| Christensen, Jennifer | $ 26.00 | 40.00 | $ 54,080 | $ 54,080 |
| Escobedo, Andrea | $ 29.50 | 40.00 | $ 61,360 | $ 61,360 |
| Estrada, Erik | $ 24.00 | 32.00 | $ 39,936 | $ 39,936 |
| Gilberth, Kathryn | $ 25.00 | 40.00 | $ 52,000 | $ 52,000 |
| Lepe, Laura | $ 25.00 | 15.00 | $ 19,500 | $ 19,500 |
| Lin, Cheryl | $ 25.00 | 32.00 | $ 41,600 | $ 41,600 |
| Health Educator | $ 24.00 | 25.00 | $ 31,200 | $ 31,200 |
| Health Educator -Bilingual | $ 24.00 | 25.00 | $ 31,200 | $ 31,200 |
| Henry, Melanie (Transportation Asst) | $ 24.09 | 17.00 | $ 21,296 | $ 21,296 |
| Houghtaling, Diana | $ 26.25 | 35.00 | $ 47,775 | $ 47,775 |
| Vast Coordinator | $ 27.00 | 25.00 | $ 35,100 | $ 35,100 |
| Iwamoto, Amy | $ 28.00 | 18.50 | $ 26,936 | $ 26,936 |
| O'Sullivan, Lori | $ 20.67 | 20.00 | $ 21,497 | $ 21,497 |
| Pidoli, Lynn | $ 18.65 | 2.00 | $ 1,940 | $ 1,940 |
| Misch-Silliman, Pam | $ 24.00 | 24.00 | $ 29,952 | $ 29,952 |

| | | | | |
|---|---|---|---|---|
| Moore, Michele | $ 31.50 | 37.00 | $ 60,606 | $ 60,606 |
| services) | $ 35.84 | 40.00 | $ 74,547 | $ 74,547 |
| Slater, Jeanie | $ 25.75 | 32.00 | $ 42,848 | $ 42,848 |
| Tilley, Marjory | $ 21.50 | 18.00 | $ 20,124 | $ 20,124 |
| Wahidi, Urie | $ 24.00 | 12.50 | $ 15,600 | $ 15,600 |
| Misc Fringe | | | $ (30) | $ (30) |

| | | | |
|---|---|---|---|
| **Total Salaries & Wages** | **570.00** | **$ 863,881** | **$ 863,881** |
| Fringe at @18%, ACTC @ 30% | 18% | **$ 171,945** | **$ 171,945** |
| **Total Salaries + Fringe Benefits** | | **$ 1,035,827** | **$ 1,035,827** |

| **Expenses** | | | | |
|---|---|---|---|---|
| Travel | | | $ 7,646 | $ 7,646 |
| Staff Training | | | $ 1,850 | $ 1,850 |
| portion | | | $ 25,184 | $ 25,184 |
| Rent Mortgage | | | $ - | $ - |
| Telephone Cell Phone | | | $ 3,720 | $ 3,720 |
| Internet | | | $ 3,360 | $ 3,360 |
| Fiscal Services | | | $ 25,908 | $ 25,908 |
| General Liability | | | $ 6,300 | $ 6,300 |
| Supplies | | | $ 5,000 | $ 5,000 |
| Postage | | | $ 485 | $ 485 |
| Printing | | | $ 8,160 | $ 8,160 |
| Equipment | | | $ - | $ - |
| Audit | | | $ 10,000 | $ 10,000 |
| tion | | | $ 1,566 | $ 1,566 |
| Incentives/outreach | | | $ 1,200 | $ 1,200 |
| Food | | | $ 500 | $ 500 |
| CBT-computer maintenance | | | $ 7,800 | $ 7,800 |
| ONE TIME ONLY | | | $ - | $ - |
| Background Checks | | | $ 544 | $ 544 |
| Socialization | | | $ 1,075 | $ 1,075 |
| Medical Supplies | | | $ 370 | $ 370 |
| Payroll Processing | | | $ 2,400 | $ 2,400 |
| Marketing | | | $ 500 | $ 500 |
| **Total Expenses** | | **-** | **$ 113,568** | **$ 113,568** |

| | | |
|---|---|---|
| **Total Expenses plus Salaries** | **$ 1,149,395** | **$ 1,149,395** |
| **Net Budget** | **$ 66,348** | **$ 66,348** |

**Variance due to rounding & Stanfo**

**NOTES/Amy:**

1) Revenue- Cities #s are approved.

| | | | |
|---|---|---|---|
| allocated City of Pleasanton: | CM | 45,000 | feel free to shift |
| | FV | 23,000 | |
| | Mental Heal | 20,000 | |
| | | 88,000 | |

AAA #'s from letter 6/6/2022 with
Measure A/Mental Health contract
Med Safety contract done
APS - used 2021-22 #s

| | | |
|---|---|---|
| 2 years of Stanford/Footcare for Dept | 31,077 | |
| Confirm amount? | 31,077 | |
| | (1,808) | from YTD P&L 4/30/22 |
| | 60,346 | |

Net Budget is $60,348 bc the dollars

2) Used the budgets on the Contracts if
3) Salaries - current employees at 52
Rates as of 7/1/2022
4 open positions highlighted in green
Used the Admin position as a plug to
I left Dept 8 dollars hanging bc it's
3) Expenses - Forecasted based on
4) Numbers plugged in Cells highlighted
5) Fringe @ 18% per TM

| | | |
|---|---|---|
| Cell phones KG, AE, MA, MT | 4 | 1200 |

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 minimum insurance coverage, limits and endorsements:

| | TYPE OF INSURANCE COVERAGES | MINIMUM LIMITS |
|---|---|---|
| A | Commercial General Liability<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| B | Commercial or Business Automobile Liability<br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| C | Workers' Compensation (WC) and Employers Liability (EL)<br>Required for all contractors with employees | WC: Statutory Limits<br>EL: $1,000,000 per accident for bodily injury or disease |
| D | Professional Liability/Errors & Omissions<br>Includes endorsements of contractual liability and defense and indemnification of the County | $1,000,000 per occurrence<br>$2,000,000 project aggregate |
| E | Endorsements and Conditions: | |

1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business 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, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, 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 the later of termination of the Agreement 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, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. 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 verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by 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. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. CANCELLATION OF INSURANCE: All insurance shall be required 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 required certificate(s) and endorsements must be sent as set forth in the Notices provision.

Policy Number: Date Entered: 9/12/2022

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/12/2022

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

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

| | |
|---|---|
| **PRODUCER** Allen Insurance<br>185 Front Street, Ste. 204<br>Danville, CA 94526 | **CONTACT NAME:** LN Mendez nicole@alleninsurance.net<br>**PHONE (A/C, No, Ext):** (925)820-9090 **FAX (A/C, No):** (925)820-9028<br>**E-MAIL ADDRESS:** |
| | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A:** Mt. Vernon Fire Insurance Company / 26522<br>**INSURER B:** Employers Preferred Ins Co / 11512<br>**INSURER C:**<br>**INSURER D:**<br>**INSURER E:**<br>**INSURER F:** |
| **INSURED** City Serve of the Tri-Valley<br>Eric Hom<br>PO Box 1613<br>Pleasanton, CA 94566 | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | | NPP2576684A | 01/26/2022 | 01/26/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ Excluded<br>$ 3,000,000<br>$ Excluded |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | X | | NPP2576684A | 01/26/2022 | 01/26/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | EIG 4602416 02 | 09/07/2022 | 09/07/2023 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Professional Liability<br>E&O | | | NPP2576684A | 01/26/2022 | 01/26/2023 | Each Incident<br>Aggregate<br>A&M Aggregate | $1,000,000<br>$3,000,000<br>$200,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability shall be endorsed to name as additiional insured: The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and representatives.

**CERTIFICATE HOLDER**

Alameda County Social Services Agency
Department of Adult & Aging Services
6955 Foothill Boulevard, #300
Oakland, CA 94605

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

R. Casey Allen R Casey Allen

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# UNITED STATES LIABILITY INSURANCE GROUP
# WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

## BLANKET ADDITIONAL INSURED ENDORSEMENT

**Section II – Who Is An Insured** is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to "your work"; or
2. A licensor under a license agreement with the Named Insured as licensee relating to "your work"; or
3. A co-owner with the Named Insured in premises used for "your work"; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner's (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of "your work"; or
5. A mortgagee, assignee or receiver of the Named Insured relating to "your work"; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to "your work"; or
7. A grantor of a permit to the Named Insured as permitee relating to "your work".
   However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:
   a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
   b. The construction, erection or removal of elevators; or
   c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to "your work"; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with "your work";

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to "your work".

Such person, entity or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with "your work" while such written contract, written permit or written agreement is in effect.

**EXCLUSIONS**

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for "bodily injury", "property damage" or "personal and advertising injury":

1. That occurs after all of "your work", including materials, parts or equipment furnished in connection with "your work" and performed under a written contract, written permit or written agreement has ended; or

   When that portion of "your work" out of which the "bodily injury", "property damage" or "personal and advertising injury" arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);

   whichever occurs first.
2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of "your work" performed for a federal, state or local government or political subdivision under a written permit.
5. Included within the "products-completed operations hazard".

**CONDITIONS**

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

# 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 E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Senior Support Program of the Tri-Valley

PRINCIPAL: Christine Beitsch-Bahmani TITLE: Interim Executive Director

SIGNATURE: DocuSigned by: Christine Beitsch-Bahmani BC6088151004419... DATE: 10/21/2022

# EXHIBIT G

# ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

I. **General Provisions**

A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

C. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

E. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials**.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

    a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

    b. Meeting Contract performance requirements; or

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

(a) Are *not used* as a substantial or essential component of any system; and

(b) Are *not used* as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II. **Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ''Anti-Kickback'' Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland ''Anti-Kickback'' Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# EXHIBIT G-1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, Senior Support Program of the Tri-Valley, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Christine Beitsch-Bahmani
BC6088151004419...
Signature of Contractor's Authorized Official

10/21/2022
Date

Christine Beitsch-Bahmani
Name

Interim Executive Director
Title

An official website of the United States government Here's how you know

**Entity Validation Processing Delays**
*May 19, 2022*
Due to high demand, entity legal business name and address validation tickets are taking longer than expected to process. We are working on tickets in the order received. You can find resources related to this process here. Please do not create multiple incidents for the same request.

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"Senior Support Program of the Tri-Valley" ×

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Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** Spectrum Community Services

**Service Category:** Telephone Reassurance

**Originating Staff**

**Name:** Maaza Michael **Date:** 10/19/2022

1. **AAA Supervisor Review (Delbert)**

   **Signature:** _____ **Date:** _____

2. **AAA Director Review (Jennifer)**

   **Signature:** DocuSigned by: Jennifer Stephen-Pierre C3ECA36ACC0F421... **Date:** 10/21/2022

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

   **Signature:** DocuSigned by: Bruce Lewitch C75C3AC3226D448... **Date:** 11/10/2022

5. **Financial Analyst (Diogo)**

   **Signature:** DocuSigned by: Diogo Eustaio 5CD82AC7412E4A2... **Date:** 11/14/2022

6. **Interim Finance Director (Robert)**

   **Signature:** DocuSigned by: Robert Woolley 054B7D50DF1847B...

   **Date to SSA Director for Signature:** 11/17/2022

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| | |
|---|---|
| ALOLINK Master Contract #: **900211**<br>Supplier ID #: **27541** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888 / 6** |

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900211** ("Master Contract") made and entered into by and between **Spectrum Community Services** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED TELEPHONE REASSURANCE SERVICES FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $20,000.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...
Andrea Ford

Title: Interim Agency Director

Date: 11/17/2022

**CONTRACTOR**

By: DocuSigned by: A129288DCE4244B...
Lara Calvert-York

Title: Executive Director

Date: 10/19/2022

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **27541** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900211** Procurement Contract #: **24156** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **40305** | | | **$ 16,337** | **$ 16,337** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 3,663** | **$ 3,663** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2130-F** Contract Maximum: **$20,000**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Maaza Michael** Telephone #: **(510) 268-2426** QIC Code: **24551**

Contractor Name: **Spectrum Community Services**

Project Name: **Telephone Reassurance**

Contractor Address: **2621 Barrington Court, Hayward, CA 94545-1100**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **2**

BOS Dist. #: **2**

Contractor Telephone #: **(510) 881-0300** Fax #: **(510) 537-3340** E-mail (Signatory): **lcalvert@spectrumcs.org**

Contractor Contact Person: **Lara Calvert-York** E-mail (Contact): **lcalvert@spectrumcs.org**

Contract Service Category: **Telephone Reassurance - IIIB** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$20,000** | | | | |
| Amount of Encumbrance | **$ 20,000** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | | | | |

| Funding Source Allocation: | Federal - CFDA #: _____ | State | County | **Measure A** |
|---|---|---|---|---|
| | **$16,337** | | **$ 3,663** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF387EBC493... Signature

**Andrea Ford**
Print or Type Name

Title **Interim Agency Director** Date 11/17/2022

**CONTRACTOR**

By DocuSigned by: A129288DCE4244B... Signature

**Lara Calvert-York**
Print or Type Name

Title **Executive Director** Date 10/19/2022

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

Contract Reference No.: 900211

**EXHIBIT A**

**PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **Spectrum Community Services,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 - June 30, 2023** |
| **Type of Services** | **Telephone Reassurance** Services (Title IIIB, Fed. Catalog # 93.044) |

## I. PROGRAM GOALS

A. Telephone Reassurance Services are provided to socially isolated functionally impaired individuals 60 years of age or older in order to provide contact and safety checks for reassurance and support and to assist older individuals to remain living independently in their homes.

B. Telephone Reassurance Services provide reassurance and comfort through visits or by telephone to individuals having difficulty with one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, or doing light housework.

C. Services shall be targeted to older residents of **East** Alameda County (Dublin, Pleasanton, Livermore, Sunol), with a special emphasis on low-income minority Older Adults. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and

backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure in accordance with AAA Policies and Procedures guidelines. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing s services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

    a. 30-days of the start date of this Contract,
    b. 30-days of the start date of any new employee, volunteer, or subcontractor,
    c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

    a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in

accordance with applicable laws, regulations, and State policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

## C. SERVICE OBJECTIVES

1. Telephone Reassurance programs shall be available, staffed, and provide direct services at the older adult's residence.

2. Services shall be targeted to socially isolated Older Adults, who may be functionally impaired, and who are at risk of institutionalization due to physical or cognitive problems, lack of adequate informal support system, or caregiver burnout.

3. Telephone Reassurance services shall be carried out by trained volunteers under the supervision management of agency staff. All new volunteers who enter the program shall be given an orientation regarding the nature of the Telephone Reassurance Program.

4. A face-to-face assessment interview shall be conducted with each older adult requesting a friendly visitor in the older adult's place of residence.

5. The Project Manager or Telephone Reassurance Services Coordinator shall make matches of older adults with Telephone Reassurance Program volunteers to ensure that the match is compatible. The Telephone Reassurance Coordinator shall: **(*These tasks shall not be designated to a volunteer.)***

   a. Screen potential volunteers through telephone and personal contact.
   b. Assess referrals of Older Adults to the Telephone Reassurance program from agencies, family members, social workers, and Older Adults to determine expectations, suitability for the program, and time needed to make an appropriate match.
   c. Assess Older Adults in need of a match.
   d. Match volunteers and Older Adults based on suitable criteria.
   e. Make follow-up calls to Older Adults and volunteers to determine

success of match, identify and address problems, and provide support to both Older Adults and volunteers.

f. Respond to concerns of Older Adults and volunteers regarding the program.

g. Provide program information to individuals interested in serving as Friendly Visitors.

h. Compile and maintain a file of volunteers, including documentation of volunteer hours and services provided.

6. Telephone Reassurance program service activity shall consist of each older adult receiving at least one Telephone Reassurance contact from a friendly visitor each week.

7. Telephone Reassurance program shall work with local senior centers, volunteer centers, and other community organizations to seek referrals and new volunteers to participate in the program.

8. The number of Older Adults receiving Telephone Reassurance Services shall be reported monthly on AAA 186 MIS Report.

D. **MIS UNITS OF SERVICE**

1. Contractor shall perform the following units of service during this contract period in a manner that distributes them reasonably and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older as follows

<u>North</u>

| | |
|---|---|
| b. Aged 75 and older | 30% |
| c. Low-Income (Greatest Economic Need) | 32% |
| c. Functionally Impaired | 30% |
| d. Minority | 52% |

<u>Central</u>

| | |
|---|---|
| a. Aged 75 and older | 30% |
| b. Low-Income (Greatest economic need) | 25% |
| c. Functionally Impaired | 30% |
| d. Minority | 54% |

3. Contractor shall provide Telephone Reassurance services to a minimum of fifty-two (52) New Older Adults (Unduplicated Clients) during the annual contract period. (Number of new Older Adults receiving services for the first time will be reported monthly on the AAA 186).

4. Contractor shall provide a minimum of one thousand one hundred seventy-six (1,176) Telephone Reassurance services during the annual contract period.

| # OF NEW OLDER ADULTS TO BE SERVED ANNUALLY | SERVICE UNIT NAME | NUMBER OF UNITS TO BE PROVIDED | |
|---|---|---|---|
| | | ANNUALLY | MONTHLY (approx.) |
| 52 | Telephone Reassurance | 1,176 | 98 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title III B and III D:** Individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

2. **New Older Adult:** An individual 60 years or older, who receives service through the terms of this contract as of July 1 of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Older Adult receiving services related to this grant is counted only once during the contract year.
**UNIT of Measurement: one contact per contract period**

3. **Telephone Reassurance:** Visit a client to provide contact and safety checks to reassure and support older individuals. **Unit of Measurement: one hour**

4. **Aged 75 and older:** An Older Adult who is 75 years of age and older.

5. **Low-Income (Greatest Economic Need):** Having monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

6. **Functionally Impaired:** Appears (on the basis of initial observation or reports) to be unable to independently and safely perform activities of daily living (ADLs) - bathing, dressing, toileting, eating, getting in/out of bed, and walking - and/or instrumental activities of daily living (IADLs) - doing heavy housework, doing light housework, shopping, preparing meals, managing medications, using a telephone, managing money, or transportation ability.

7. **Minority:** A member of any race other than Caucasian. Minority races include American Indian/Alaska Native, African American/Black, Asian, Asian Indian,

Cambodian, Chinese, Filipino, Japanese, Korean, Laotian, Vietnamese, Other Asian, Native Hawaiian/Pacific Islander, Guamanian, Hawaiian, Samoan, Other Pacific Islander, any Other Race.

8. **Child:** An individual who is not more than eighteen (18) years of age.

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

1. **Supportive Services**

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

### B. NON-COMPLIANCE: STAGES OF SANCTIONS

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) workday after the monthly invoice, activity report, other required reports are

due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) workday, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.
d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.
e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.
f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is

available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or

standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

## O. LOBBYING CERTIFICATION

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities" (Attachment C) in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

   a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
   b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

   a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
   b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

   a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit

requirements.

b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

a. Albany Senior Center
846 Masonic
Albany, CA 94706
510-524-9122

b. Oakland Department on Aging
200 Grand Avenue
Oakland, CA 94610
510-238-3284

c. J-Sei, Inc.
1285 66th St.
Emeryville, CA 94608
510-654-4000

d. North Berkeley Senior Center
1901 Hearst St.
Berkeley, CA 94710
510-981-5190

e. South Berkeley Senior Center
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

f. Emeryville Senior Center
4321 Salem St.
Emeryville, CA 94608
510-596-3730

g. Fruitvale San Antonio Senior Center
3301 E. 12th Street, Suite 201
Oakland, CA 94601
510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

a. Dublin Senior Center
7600 Amador Valley Blvd.
Dublin, CA 94568
925-556-4511

b. Pleasanton Department of Parks and Community Services
5353 Sunol Blvd.
Pleasanton, CA 94566
925-931-5365

c. Livermore Senior Services Center
4444 East Avenue
Livermore, CA 94550
925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## V. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

## W. PRIORITY HIRING CONSIDERATIONS

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

## X. PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

## Y. SAME-SEX MARRIAGE

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of

celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.211 (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be

forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known*: 4c | | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

**EXHIBIT B-1**

**ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT PROGRAM BUDGET**

Contractor: **Spectrum Community Services Inc** Contract Term: 07/01/2022 - 06/30/2023

Service Category/Program: **Telephone Reassurance**

## SECTION 1 SALARIES AND EMPLOYEE BENEFITS

| 1.1 PAID STAFF<br>List # pos., %FTE, wages | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| Program Manager, 5%, $71,000 | 7,100 | 3,857 | 3,243 | 0 |
| Coordinator, 50%, $11,440 | 11,440 | 4,628 | 6,812 | 0 |
| Executive Director, 5%, $129,744 | 6,487 | 1,919 | 4,568 | 0 |
| Chief Financial Officer, 2%, $107,620 | 2,152 | 969 | 1,183 | 0 |
| Assistant Controller, 2%, $80,294 | 1,606 | 723 | 883 | 0 |
| Development Director, 2.5%, $100,000 | 5,000 | 1,250 | 3,750 | 0 |
| Admin/Develop Associate, 2%, $53,277 | 1,065 | 479 | 586 | 0 |
| Program Manager, 5%, $71,000 FC | 642 | 0 | 642 | 0 |
| Program Manager FC | 1,274 | 0 | 1274 | 0 |
| 5 Customer Svc Reps | 1,134 | 0 | 1,134 | 0 |
| 4 Installers | 820 | 0 | 820 | 0 |
| Scheduler | 130 | 0 | 130 | 0 |
| **Subtotal:** | **38,850** | **13,825** | **25,025** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | |
| FICA | 2,800 | 1,200 | 1,600 | 0 |
| SUI/SDI | 933 | 318 | 615 | 0 |
| LTD | 0 | 0 | 0 | 0 |
| Dental | 140 | 60 | 80 | 0 |
| Health Insurance | 1,870 | 730 | 1,140 | 0 |
| Workers' Comp. | 563 | 188 | 375 | 0 |
| Retirement | 500 | 200 | 300 | 0 |
| Life Insurance | 0 | 0.00 | 0 | 0 |
| EAP | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| (The entries above are examples, not requirements) | 0 | 0.0 | 0 | 0 |
| **Subtotal:** | **6,806** | **2,696** | **4,110** | **0** |
| **1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)** | | | | |
| | 0 | 0 | 0 | 0 |
| 10 Volunteers, 25%, $15 / hr | 17,640 | 0 | 0 | 17,640 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **17,640** | **0** | **0** | **17,640** |
| **TOTAL SALARY/BENEFIT BUDGET**<br>**(Sections 1.1, 1.2, 1.3)** | **63,296** | **16,521** | **29,135** | **17,640** |

# SECTION 2 SERVICES AND SUPPLIES

| 2.1 TRAVEL AND TRAINING | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| Staff Travel: 5,168 Miles x .625 | 3,230 | 30 | 3,200 | 0 |
| Conferences/Conventions | 0 | 0 | 0 | 0 |
| Staff Training - | 75 | 25 | 50 | 0 |
| Vol.Travel: ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| **Subtotal:** | **3,305** | **55** | **3,250** | **0** |
| **2.2 OCCUPANCY** | | | | |
| Rent or Mortgage | 0 | 0 | 0 | 0 |
| Telephone | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Janitorial/Maintenance | 0 | 0 | 0 | 0 |
| General Liability Ins. | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **2.3 OTHER BUDGET COSTS** | | | | |
| Supplies/Postage | 0 | 0 | 0 | 0 |
| Minor Equip. (Each Item Under $5,000) | 4,650 | 0 | 4,650 | 0 |
| Telephone | 420 | 210 | 210 | 0 |
| Facility Costs | 160 | 60 | 100 | 0 |
| Outside Services / Audit Costs | 0 | 0 | 0 | 0 |
| Advertising & Dues | 0 | 0 | 0 | 0 |
| Licenses | 5,344 | 2,782 | 2,562 | 0 |
| Outreach/Fundraising | 750 | 250 | 500 | 0 |
| Insurance | 179 | 72 | 107 | 0 |
| Miscellaneous | 100 | 50 | 50 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **11,603** | **3,424** | **8,179** | **0** |
| **2.4 VEHICLE BUDGET** | | | | |
| Gas/Oil_____ Miles x Rate _____ | 0 | 0 | 0 | 0 |
| Maintenance | 0 | 0 | 0 | 0 |
| Vehicle Insurance | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **TOTAL SERVICES/SUPPLIES BUDGET** | **14,908** | **3,479** | **11,429** | **0** |

# SECTION 3 CAPITAL EQUIPMENT

| CAPITAL EQUIPMENT *List Items Costing $5,000+ (Include Funding Source)* | TOTAL PROJECT COSTS (1) | AAA FUNDED PROJECT COSTS (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0.00 |
| | 0 | 0 | 0 | 0 |
| **TOTAL CAPITAL EQUIPMENT BUDGET** | **0** | **0** | **0** | **0** |
| **GRAND TOTAL BUDGET** (Sections 1 - 3) | **78,204** | **20,000** | **40,564** | **17,640** |

# SECTION 4 REVENUES

| REVENUE SOURCES: | Total Project Funds | AAA Project Funding | Other | | Committed Funds |
|---|---|---|---|---|---|
| | | | CASH | IN-KIND | |
| **Non-Match:** | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| Community Contributions | 10,564 | 0 | 10,564 | 0 | 0 |
| Telephone Assurance | 20,000 | 0 | 20,000 | 0 | 0 |
| Family Care Giver Support Program | 10,000 | 0 | 10,000 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **40,564** | **0** | **40,564** | **0** | **0** |
| **Match:** | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| Volunteer Match | 17,640 | 0 | 0 | 17,640 | |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **17,640** | **0** | **0** | **17,640** | **0** |
| Title III/VII Client Donations: | 0 | 0 | 0 | 0 | 0 |
| Title III/VII Funds: | 16,337 | 16,337 | 0 | 0 | 0 |
| County General Funds: | 3,663 | 3,663 | 0 | 0 | 0 |
| MEASURE A Funds: | 0 | | 0 | 0 | 0 |
| GRAND TOTAL REVENUE: | 78,204 | 20,000 | 40,564 | 17,640 | 0 |

# SECTION 5 DEDUCTIVE FORMULA (Title III/VII Funded Programs Only)

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET: | 78,204 |
| 2.) {LESS} COUNTY GENERAL FUNDS: | 3,663 |
| 3.) {LESS} MEASURE A FUNDS: | 0 |
| 4.) {LESS} OTHER NON-MATCH FUNDS: | 40,564 |
| 5.) {EQUALS} TITLE III/VII BUDGET COSTS TO BE MATCHED: | 33,977 |
| 6.) {LESS} TITLE III/VII MATCH FUNDS: [minimum of 10% OF LINE 5] | 17,640 |
| 7.) {LESS} TITLE III/VII CLIENT DONATIONS: | 0 |
| 8.) {EQUALS} EARNED TITLE III/VII FUNDS: | 16,337 |
| TOTAL CONTRACT FUNDING (LINE 2 + LINE 3 + LINE 8) | 20,000 |

Exhibit B-2

# Spectrum Community Services, Inc.

## Final Budget

## Fiscal Year 22/23

**August 30, 2022**

| | Energy | Fall Prevention | General | Nutrition | Connect | Total |
|---|---|---|---|---|---|---|
| **Income** | | | | | | |
| **Total Government Grant** | 5,645,000 | 236,854 | - | 834,496 | 50,000 | 6,766,350 |
| **Total Contribution** | 7,500 | 28,487 | 78,183 | 474,654 | 10,565 | 599,390 |
| **Total Corporation/Foundation Grants** | - | - | - | - | - | - |
| **Total Program Service Revenue** | - | - | - | 205,000 | - | 205,000 |
| **Total Miscellaneous Income** | 100 | - | 10,150 | 100 | - | 10,350 |
| **Total In-kind Revenue** | - | 10,000 | - | 290,000 | 35,280 | 335,280 |
| **Total Income** | 5,652,600 | 275,341 | 88,333 | 1,804,250 | 95,845 | 7,916,370 |
| **Gross Profit** | 5,652,600 | 275,341 | 88,333 | 1,804,250 | 95,845 | 7,916,370 |
| **Expense** | | | | | | |
| **Total Salaries & Wages** | 1,837,220 | 214,651 | 25,000 | 667,578 | 38,851 | 2,783,301 |
| **Total In-Kind Salaries & Wages** | - | 10,000 | - | 290,000 | 35,280 | 335,280 |
| **Total Benefits** | 327,270 | 31,940 | 3,283 | 152,235 | 6,806 | 521,534 |
| **Total Outside Services (inc audit)** | 83,200 | 4,360 | 15,000 | 17,440 | - | 120,000 |
| **Total Supplies & Postage** | 89,500 | 650 | 3,075 | 62,500 | - | 155,725 |
| **Total Communication** | 30,000 | 1,900 | 1,200 | 10,000 | 420 | 43,520 |
| **Total Facility Costs** | 113,000 | 2,825 | - | 54,780 | 160 | 170,765 |
| **Total Equipment Rental & Maint** | 8,000 | 50 | - | 2,650 | - | 10,700 |
| **Total Travel & Company Vehicles** | 67,432 | 1,000 | 100 | 48,375 | 3,230 | 120,137 |
| **Total Raw Food Costs** | - | - | - | 363,272 | - | 363,272 |
| **Total Direct Materials/Svcs/Outreach** | 2,840,578 | 1,325 | 31,000 | 33,250 | 5,400 | 2,911,553 |
| **Total Equipment** | 120,000 | - | - | 55,500 | - | 175,500 |
| **Total Insurance** | 23,900 | 760 | - | 4,970 | 179 | 29,809 |
| **Total Workshops, Conventions & Conf** | 21,000 | 2,500 | - | 11,750 | 75 | 35,325 |
| **Total Advertising, Outreach & Dues** | 11,500 | 250 | 100 | 13,850 | - | 25,700 |
| **Total Taxes & Licenses** | 76,500 | 2,525 | 175 | 14,625 | 5,344 | 99,169 |
| **Total Miscellaneous Expenses** | 3,500 | 605 | 9,400 | 1,475 | 100 | 15,080 |
| **Total Expense** | 5,652,600 | 275,341 | 88,333 | 1,804,250 | 95,845 | 7,916,370 |
| **Net Income** | - | - | - | - | - | - |

# 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**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**<br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| **C** | **Workers' Compensation (WC) and Employers Liability (EL)**<br>Required for all contractors with employees | WC: Statutory Limits<br>EL: $100,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions**<br>Includes endorsements of contractual liability | $1,000,000 per occurrence<br>$2,000,000 project aggregate |

**E** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, 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 minimum A.M. Best Rating of A- or better, 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:
   **Alameda County Social Services Agency Contracts Office, 1111 Jackson St., 1st floor, Oakland, CA 94607**

SPECCOM-01 MINED1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2022

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

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

PRODUCER License # 0C41366
Granite Professional Insurance Brokerage, Inc.
360 Lindbergh Avenue
Livermore, CA 94551

CONTACT NAME:
PHONE (A/C, No, Ext): (925) 462-8400 FAX (A/C, No): (925) 462-8888
E-MAIL ADDRESS: commercial@graniteins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Nonprofits Insurance Alliance | |
| INSURER B : California Capital Insurance Company | 13544 |
| INSURER C : State Compensation Insurance Fund (SCIF) | 35076 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Spectrum Community Services, Inc.
2621 Barrington Ct.
Hayward, CA 94545

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | | 2022-03832 | 7/1/2022 | 7/1/2023 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | 3-BAA-1-070015568 | 7/1/2022 | 7/1/2023 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | 2022-03832-UMB | 7/1/2022 | 7/1/2023 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | 9063323-22 | 7/1/2022 | 7/1/2023 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Professional Liabili | | | 2022-03832 | 7/1/2022 | 7/1/2023 | Each Event | 1,000,000 |
| A | | | | 2022-03832 | 7/1/2022 | 7/1/2023 | Aggregate | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives is Additional Insured as respects to General Liability per Form CG 20 26 12 19.

**CERTIFICATE HOLDER**

Alameda County Social Services Agency
1111 Jackson Street, 1st Floor
Oakland, CA 94607

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION - FOOD CONTRIBUTIONS OR CLIENT REFERRALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**1.** In the performance of your ongoing operations; or

**2.** In connection with your premises owned by or rented to you.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# BUSINESS AUTO BROADENING ENDORSEMENT

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THIS POLICY:**

## BUSINESS AUTO COVERAGE FORM
## GARAGE COVERAGE FORM

### A. EXTENDED CANCELLATION CONDITION

Form **IL 00 17**, the **Common Policy Condition**, section **A. CANCELLATION**, Paragraph **2.b.** is replaced by the following:

**b.** 60 days before the effective date of cancellation if we cancel for any other reason.

### B. BROADENED DEFINITION OF INSURED

**1.** The Named Insured shown in the Declarations is amended to include:

**a.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the policy. However, the Named Insured does not include any subsidiary that is an "insured" under any other insurance policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

**b.** Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

**(1)** that is a joint venture, partnership, or limited liability partnership or corporation,

**(2)** that is an "insured" under any other policy,

**(3)** that has exhausted its Limit of Insurance under any other policy, or

**(4)** 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

**2.** **Who Is An "Insured"** of **Section II – Liability Coverage 1. a. (4)** is amended to add:

Any employee of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### C. HIRED AUTO PHYSICAL DAMAGE AND LOSS OF USE

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of the private passenger, light or medium truck type (20,000 lbs. or less in gross vehicle weight), subject to the following limit; these items are excess to any other collectible insurance coverage.

The most we will pay for "loss" to any hired "auto" is **$50,000** or Actual Cash Value or the Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger, light or medium truck type for that coverage. **Hired Auto Physical Damage** coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger or light truck type.

If symbol 8 or 28 is listed on the Covered Autos section of the policy declarations page as applying to any of the physical damage coverages, then the **Hired Auto Physical Damage** coverage described on this form does not apply.

Subject to a maximum of **$750** per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial "loss".

**D. HIRED AUTO LIABILITY - WORLDWIDE COVERAGE** (except for the Republic of Mexico)

For hired "autos" hired for less than 30 days, the coverage territory will be extended to anywhere in the world, except for the Republic of Mexico, provided the "insured's" liability to pay damages is determined in a "suit" brought in the coverage territory described in **Section IV – Business Auto Conditions.**

This coverage does not apply to "garage operations".

**E. AUTO LOAN OR LEASE GAP PAY-OFF**

Under **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, if a long-term leased or purchased "auto" is a covered "auto" and the lessor or lender is named as an "Additional Insured – Lessor", or "Additional Insured – Lender", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or lender for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" **less** any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

We will not pay any administrative costs or overhead fees assessed by the finance company that has leased the covered "auto" to you.

**F. ADDITIONAL INSURED AND WAIVER OF SUBROGATION**

**1.** The following are added as an "insured" under **Section II – Liability Coverage**, **Who Is an Insured**:

**Section II. 1. a. (4)** Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" if:

**a.** You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

**(1)** an expressed provision of an "insured contract", or written agreement; or

**(2)** an expressed condition of a written permit issued to you by a governmental or public authority.

**b.** The "bodily injury" or "property damage" is caused by an "accident" which takes place after:

**(1)** you executed the "insured contract" or written agreement; or

**(2)** the permit has been issued to you.

**2.** The following is added to **Section IV – Business Auto Conditions**, **Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against any additional "insured", but only as respects "Loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the "insured contract", written agreement, or permit.

This coverage does not apply to "garage operations".

**G. COVERAGE EXTENSIONS**

**1. Supplementary Payments**, of **Section II- Liability Coverage**, is amended as follows:

The reference to **$250** for the cost of bail bonds is replaced by **$1,000** and the reference to **$100** per day for all reasonable expenses is replaced by **$250** per day.

This coverage does not apply to the **Garage Coverage Form**.

2. **Coverage Extension**, of **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, is amended to provide a limit of **$50** per day and a maximum of **$1,000** for temporary transportation expense.

3. **Under Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, **Comprehensive Coverage**, we will pay for the expense of returning a stolen covered "auto" to you.

**H. BODILY INJURY TO FELLOW EMPLOYEE EXCLUSION WAIVED**

**Section II – Liability Coverage, B. 5. Fellow Employee Exclusion**, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Coverage is excess over any other collectible insurance.

**I. COMMUNICATION EQUIPMENT COVERAGE**

**Section III – Business Auto Coverage Form**, **Physical Damage Coverage,** with respect to a covered "auto" described in the Schedule or in the Declarations, also applies to "Loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss". Equipment which is removable from a housing unit which is permanently installed in the covered "auto" and is designed to be solely operated by use of the power from the "auto's" electrical system in or upon the covered "auto" is considered permanently installed. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment. The Physical Damage deductibles listed in the declarations as applying to the covered "auto" apply to this coverage as well.

The most that we will pay in the event of a "loss" is the lesser of:

1. The actual cash value of the damage or stolen property at the time of the "loss"; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind or quality; or

3. **$1,500**.

**J. GLASS-ONLY CLAIM: DEDUCTIBLE WAIVED IF REPAIRED RATHER THAN REPLACED**

Under **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, **Deductible**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**K. PERSONAL EFFECTS COVERAGE**

1. Subject to a maximum limit of **$500**, coverage is extended to the personal effects of the driver, passenger and insured while inside a covered "auto" and damaged as a result of an accident. Losses are subject to a **$250** deductible. No separate deductible applies if the "loss" under this section is part of a specified perils, comprehensive or collision "loss" under this policy. If the "loss" includes coverage under more than one section of this endorsement , only the highest deductible will apply to the entire "loss".

2. We will not pay for "loss" to personal property of any of the following:

   **a.** Accounts, bills, currency, deeds, money, notes, securities and evidence of debt.

   **b.** Electronic equipment or tapes, records, discs or other similar audio visual or data electronic equipment.

   **c.** Furs.

   **d.** Animals, birds or fish.

   **e.** Bullion, precious stones, jewelry or similar valuables, painting, art objects, manuscripts or mechanical drawings.

   **f.** Contraband or property in the course of illegal transportation or trade.

**g.** An “auto”, its equipment or fluids, including fuel.

**h.** “Loss” caused by theft, unless there are visible signs or marks of forcible entry into the covered “auto” and the theft is reported to law enforcement authorities.

**3.** The Personal Effects Coverage is excess over any other valid and collectible insurance coverage available for the same “loss”.

## L. PET INJURY COVERAGE

Under **Section III – Physical Damage Coverage,** If you carry Collision Coverage for the damaged covered “auto”, the following is added:

If “your pet” sustains injury or death while inside a covered auto at the time of a loss covered under Collision or Comprehensive coverage, we will pay for the following:

**1.** up to **$500** for reasonable and routine veterinary fees incurred by you if “your pet” is injured in, or as a direct result of, the covered loss; or

**2.** a **$500** death benefit if “your pet” dies in, or as a direct result of, the covered loss, less any payment we made toward veterinary expenses for “your pet”.

In the event of a covered loss due to theft of a covered auto, we will pay the death benefit subject to “your pet” is inside the covered auto at the time of theft and “your pet” is not recovered.

This additional coverage is subject to a **$100** Deductible for death and veterinary care sustained as a result of a covered loss. Coverage applies in excess over any other valid and collectible insurance.

The following definition applies to this coverage:

“Your pet” means any cat or dog owned by any insured covered under this policy.

The most we will pay for all damages in any one loss is a total of **$500** regardless of the number of dogs or cats involved.

## M. SINGLE EVENT DEDUCTIBLE

Under the **Physical Damage Coverage** Section, if two or more policies or coverage forms apply to the same accident, the following applies to paragraph **D. Deductible**:

You will pay the highest deductible stated on the declarations page only once for damages to your tractor, trailer and cargo when all are insured by us and are damaged by the same covered cause of loss.

## N. RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

**1.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

**a.** The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

**2.** Our payment is limited to the lesser of the following amounts:

**a.** Necessary and actual expenses incurred.

**b.** Subject to a maximum payment of **$100** per day up to 30 days.

**3.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**4.** If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

POLICY NUMBER: 2022-03832

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

**SCHEDULE**

| **Name of Person or Organization:** |
|---|
| |

**A. Section II – WHO IS AN INSURED** is amended to include:

**4.** Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**a.** Your negligent acts or omissions; or

**b.** The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**B. Section III – LIMITS OF INSURANCE** is amended to include:

**8.** The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

**C.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
   (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
   (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ENDORSEMENT AGREEMENT

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

# WAIVER OF SUBROGATION
## BLANKET BASIS

REP D8
9063323-22
RENEWAL
NA
3-39-62-91


EFFECTIVE JULY 1, 2022 AT 12.01 A.M.
AND EXPIRING JULY 1, 2022 AT 12.01 A.M.

SPECTRUM COMMUNITY SERVICES INC
2621 BARRINGTON CT
HAYWARD, CA 94545

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

| PERSON OR ORGANIZATION | JOB DESCRIPTION |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER | BLANKET WAIVER OF SUBROGATION |

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JUNE 24, 2022

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

---

**SCHEDULE**

| **Name of Person or Organization:** |
| --- |
| |

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

# 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 E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Spectrum Community Services

PRINCIPAL: Laura Calvert-York TITLE: Executive Director

SIGNATURE: DocuSigned by: A129288DCE4244B... DATE: 10/19/2022

# EXHIBIT G

# ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

C. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

E. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials**.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

    a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

    b. Meeting Contract performance requirements; or

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

(a) Are *not used* as a substantial or essential component of any system; and

(b) Are *not used* as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II**.** **Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ''Anti-Kickback'' Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland ''Anti-Kickback'' Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# EXHIBIT G-1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, Spectrum Community Services, certifies, or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

Signature of Contractor's Authorized Official

10/19/2022
Date

Lara Calvert-York
Name

Executive Director
Title

SAM.GOV

# Exclusion Search Results 0 Total Results

## Filter by:

| Entity Name | Status |
| --- | --- |
| "spectrum community services" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Classification | Status | Excluded Individual |
|---|---|---|
| Individual | Active | Lara Calvert |
| | | Kris Kokotaylo |

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** Spectrum Community Services

**Service Category:** Telephone Reassurance

**Originating Staff**

**Name:** Maaza Michael **Date:** 10/19/2022

1. **AAA Supervisor Review (Delbert)**

   **Signature:** _____ **Date:** _____

2. **AAA Director Review (Jennifer)**

   **Signature:** DocuSigned by: Jennifer Stephen-Pierre C3ECA36ACC0F421... **Date:** 10/21/2022

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

   **Signature:** DocuSigned by: Bruce Lewitch C75C3AC3226D448... **Date:** 11/10/2022

5. **Financial Analyst (Diogo)**

   **Signature:** DocuSigned by: Diogo Eustaio 5CD82AC7412E4A2... **Date:** 11/14/2022

6. **Interim Finance Director (Robert)**

   **Signature:** DocuSigned by: Robert Woolley 054B7D50DF1847B...

   **Date to SSA Director for Signature:** 11/17/2022

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| | |
|---|---|
| ALOLINK Master Contract #: **900211**<br>Supplier ID #: **27541** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888 / 6** |

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900211** ("Master Contract") made and entered into by and between **Spectrum Community Services** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED TELEPHONE REASSURANCE SERVICES FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $20,000.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...
Andrea Ford

Title: Interim Agency Director

Date: 11/17/2022

**CONTRACTOR**

By: DocuSigned by: A129288DCE4244B...
Lara Calvert-York

Title: Executive Director

Date: 10/19/2022

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **27541** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900211** Procurement Contract #: **24156** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **40305** | | | **$ 16,337** | **$ 16,337** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 3,663** | **$ 3,663** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2130-F** Contract Maximum: **$20,000**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Maaza Michael** Telephone #: **(510) 268-2426** QIC Code: **24551**

Contractor Name: **Spectrum Community Services**

Project Name: **Telephone Reassurance**

Contractor Address: **2621 Barrington Court, Hayward, CA 94545-1100**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **2**

BOS Dist. #: **2**

Contractor Telephone #: **(510) 881-0300** Fax #: **(510) 537-3340** E-mail (Signatory): **lcalvert@spectrumcs.org**

Contractor Contact Person: **Lara Calvert-York** E-mail (Contact): **lcalvert@spectrumcs.org**

Contract Service Category: **Telephone Reassurance - IIIB** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$20,000** | | | | |
| Amount of Encumbrance | **$ 20,000** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | | | | |

| Funding Source Allocation: | Federal - CFDA #: _____ | State | County | **Measure A** |
|---|---|---|---|---|
| | **$16,337** | | **$ 3,663** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF387EBC493... Signature

**Andrea Ford**
Print or Type Name

Title **Interim Agency Director** Date 11/17/2022

**CONTRACTOR**

By DocuSigned by: A129288DCE4244B... Signature

**Lara Calvert-York**
Print or Type Name

Title **Executive Director** Date 10/19/2022

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

Contract Reference No.: 900211

**EXHIBIT A**

**PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **Spectrum Community Services,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 - June 30, 2023** |
| **Type of Services** | **Telephone Reassurance** Services (Title IIIB, Fed. Catalog # 93.044) |

## I. PROGRAM GOALS

A. Telephone Reassurance Services are provided to socially isolated functionally impaired individuals 60 years of age or older in order to provide contact and safety checks for reassurance and support and to assist older individuals to remain living independently in their homes.

B. Telephone Reassurance Services provide reassurance and comfort through visits or by telephone to individuals having difficulty with one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, or doing light housework.

C. Services shall be targeted to older residents of **East** Alameda County (Dublin, Pleasanton, Livermore, Sunol), with a special emphasis on low-income minority Older Adults. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and

backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure in accordance with AAA Policies and Procedures guidelines. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing s services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

    a. 30-days of the start date of this Contract,
    b. 30-days of the start date of any new employee, volunteer, or subcontractor,
    c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

    a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in

accordance with applicable laws, regulations, and State policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

## C. SERVICE OBJECTIVES

1. Telephone Reassurance programs shall be available, staffed, and provide direct services at the older adult's residence.

2. Services shall be targeted to socially isolated Older Adults, who may be functionally impaired, and who are at risk of institutionalization due to physical or cognitive problems, lack of adequate informal support system, or caregiver burnout.

3. Telephone Reassurance services shall be carried out by trained volunteers under the supervision management of agency staff. All new volunteers who enter the program shall be given an orientation regarding the nature of the Telephone Reassurance Program.

4. A face-to-face assessment interview shall be conducted with each older adult requesting a friendly visitor in the older adult's place of residence.

5. The Project Manager or Telephone Reassurance Services Coordinator shall make matches of older adults with Telephone Reassurance Program volunteers to ensure that the match is compatible. The Telephone Reassurance Coordinator shall: **(*These tasks shall not be designated to a volunteer.)***

   a. Screen potential volunteers through telephone and personal contact.
   b. Assess referrals of Older Adults to the Telephone Reassurance program from agencies, family members, social workers, and Older Adults to determine expectations, suitability for the program, and time needed to make an appropriate match.
   c. Assess Older Adults in need of a match.
   d. Match volunteers and Older Adults based on suitable criteria.
   e. Make follow-up calls to Older Adults and volunteers to determine

success of match, identify and address problems, and provide support to both Older Adults and volunteers.

f. Respond to concerns of Older Adults and volunteers regarding the program.

g. Provide program information to individuals interested in serving as Friendly Visitors.

h. Compile and maintain a file of volunteers, including documentation of volunteer hours and services provided.

6. Telephone Reassurance program service activity shall consist of each older adult receiving at least one Telephone Reassurance contact from a friendly visitor each week.

7. Telephone Reassurance program shall work with local senior centers, volunteer centers, and other community organizations to seek referrals and new volunteers to participate in the program.

8. The number of Older Adults receiving Telephone Reassurance Services shall be reported monthly on AAA 186 MIS Report.

D. **MIS UNITS OF SERVICE**

1. Contractor shall perform the following units of service during this contract period in a manner that distributes them reasonably and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older as follows

<u>North</u>

| | |
|---|---|
| b. Aged 75 and older | 30% |
| c. Low-Income (Greatest Economic Need) | 32% |
| c. Functionally Impaired | 30% |
| d. Minority | 52% |

<u>Central</u>

| | |
|---|---|
| a. Aged 75 and older | 30% |
| b. Low-Income (Greatest economic need) | 25% |
| c. Functionally Impaired | 30% |
| d. Minority | 54% |

3. Contractor shall provide Telephone Reassurance services to a minimum of fifty-two (52) New Older Adults (Unduplicated Clients) during the annual contract period. (Number of new Older Adults receiving services for the first time will be reported monthly on the AAA 186).

4. Contractor shall provide a minimum of one thousand one hundred seventy-six (1,176) Telephone Reassurance services during the annual contract period.

| # OF NEW OLDER ADULTS TO BE SERVED ANNUALLY | SERVICE UNIT NAME | NUMBER OF UNITS TO BE PROVIDED | |
|---|---|---|---|
| | | ANNUALLY | MONTHLY (approx.) |
| 52 | Telephone Reassurance | 1,176 | 98 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title III B and III D:** Individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

2. **New Older Adult:** An individual 60 years or older, who receives service through the terms of this contract as of July 1 of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Older Adult receiving services related to this grant is counted only once during the contract year.
**UNIT of Measurement: one contact per contract period**

3. **Telephone Reassurance:** Visit a client to provide contact and safety checks to reassure and support older individuals. **Unit of Measurement: one hour**

4. **Aged 75 and older:** An Older Adult who is 75 years of age and older.

5. **Low-Income (Greatest Economic Need):** Having monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

6. **Functionally Impaired:** Appears (on the basis of initial observation or reports) to be unable to independently and safely perform activities of daily living (ADLs) - bathing, dressing, toileting, eating, getting in/out of bed, and walking - and/or instrumental activities of daily living (IADLs) - doing heavy housework, doing light housework, shopping, preparing meals, managing medications, using a telephone, managing money, or transportation ability.

7. **Minority:** A member of any race other than Caucasian. Minority races include American Indian/Alaska Native, African American/Black, Asian, Asian Indian,

Cambodian, Chinese, Filipino, Japanese, Korean, Laotian, Vietnamese, Other Asian, Native Hawaiian/Pacific Islander, Guamanian, Hawaiian, Samoan, Other Pacific Islander, any Other Race.

8. **Child:** An individual who is not more than eighteen (18) years of age.

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

1. **Supportive Services**

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

### B. NON-COMPLIANCE: STAGES OF SANCTIONS

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) workday after the monthly invoice, activity report, other required reports are

due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) workday, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.
d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.
e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.
f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is

available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or

standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

## O. LOBBYING CERTIFICATION

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities" (Attachment C) in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

   a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
   b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

   a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
   b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

   a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit

requirements.

b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

a. Albany Senior Center
846 Masonic
Albany, CA 94706
510-524-9122

b. Oakland Department on Aging
200 Grand Avenue
Oakland, CA 94610
510-238-3284

c. J-Sei, Inc.
1285 66th St.
Emeryville, CA 94608
510-654-4000

d. North Berkeley Senior Center
1901 Hearst St.
Berkeley, CA 94710
510-981-5190

e. South Berkeley Senior Center
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

f. Emeryville Senior Center
4321 Salem St.
Emeryville, CA 94608
510-596-3730

g. Fruitvale San Antonio Senior Center
3301 E. 12th Street, Suite 201
Oakland, CA 94601
510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

a. Dublin Senior Center
7600 Amador Valley Blvd.
Dublin, CA 94568
925-556-4511

b. Pleasanton Department of Parks and Community Services
5353 Sunol Blvd.
Pleasanton, CA 94566
925-931-5365

c. Livermore Senior Services Center
4444 East Avenue
Livermore, CA 94550
925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## V. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

## W. PRIORITY HIRING CONSIDERATIONS

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

## X. PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

## Y. SAME-SEX MARRIAGE

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of

celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.211 (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be

forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known*: 4c | | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

**EXHIBIT B-1**

**ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT PROGRAM BUDGET**

Contractor: **Spectrum Community Services Inc** Contract Term: 07/01/2022 - 06/30/2023

Service Category/Program: **Telephone Reassurance**

## SECTION 1 SALARIES AND EMPLOYEE BENEFITS

| 1.1 PAID STAFF<br>List # pos., %FTE, wages | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| Program Manager, 5%, $71,000 | 7,100 | 3,857 | 3,243 | 0 |
| Coordinator, 50%, $11,440 | 11,440 | 4,628 | 6,812 | 0 |
| Executive Director, 5%, $129,744 | 6,487 | 1,919 | 4,568 | 0 |
| Chief Financial Officer, 2%, $107,620 | 2,152 | 969 | 1,183 | 0 |
| Assistant Controller, 2%, $80,294 | 1,606 | 723 | 883 | 0 |
| Development Director, 2.5%, $100,000 | 5,000 | 1,250 | 3,750 | 0 |
| Admin/Develop Associate, 2%, $53,277 | 1,065 | 479 | 586 | 0 |
| Program Manager, 5%, $71,000 FC | 642 | 0 | 642 | 0 |
| Program Manager FC | 1,274 | 0 | 1274 | 0 |
| 5 Customer Svc Reps | 1,134 | 0 | 1,134 | 0 |
| 4 Installers | 820 | 0 | 820 | 0 |
| Scheduler | 130 | 0 | 130 | 0 |
| **Subtotal:** | **38,850** | **13,825** | **25,025** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | |
| FICA | 2,800 | 1,200 | 1,600 | 0 |
| SUI/SDI | 933 | 318 | 615 | 0 |
| LTD | 0 | 0 | 0 | 0 |
| Dental | 140 | 60 | 80 | 0 |
| Health Insurance | 1,870 | 730 | 1,140 | 0 |
| Workers' Comp. | 563 | 188 | 375 | 0 |
| Retirement | 500 | 200 | 300 | 0 |
| Life Insurance | 0 | 0.00 | 0 | 0 |
| EAP | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| (The entries above are examples, not requirements) | 0 | 0.0 | 0 | 0 |
| **Subtotal:** | **6,806** | **2,696** | **4,110** | **0** |
| **1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)** | | | | |
| | 0 | 0 | 0 | 0 |
| 10 Volunteers, 25%, $15 / hr | 17,640 | 0 | 0 | 17,640 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **17,640** | **0** | **0** | **17,640** |
| **TOTAL SALARY/BENEFIT BUDGET**<br>**(Sections 1.1, 1.2, 1.3)** | **63,296** | **16,521** | **29,135** | **17,640** |

# SECTION 2 SERVICES AND SUPPLIES

| 2.1 TRAVEL AND TRAINING | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| Staff Travel: 5,168 Miles x .625 | 3,230 | 30 | 3,200 | 0 |
| Conferences/Conventions | 0 | 0 | 0 | 0 |
| Staff Training - | 75 | 25 | 50 | 0 |
| Vol.Travel: ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| **Subtotal:** | **3,305** | **55** | **3,250** | **0** |
| **2.2 OCCUPANCY** | | | | |
| Rent or Mortgage | 0 | 0 | 0 | 0 |
| Telephone | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Janitorial/Maintenance | 0 | 0 | 0 | 0 |
| General Liability Ins. | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **2.3 OTHER BUDGET COSTS** | | | | |
| Supplies/Postage | 0 | 0 | 0 | 0 |
| Minor Equip. (Each Item Under $5,000) | 4,650 | 0 | 4,650 | 0 |
| Telephone | 420 | 210 | 210 | 0 |
| Facility Costs | 160 | 60 | 100 | 0 |
| Outside Services / Audit Costs | 0 | 0 | 0 | 0 |
| Advertising & Dues | 0 | 0 | 0 | 0 |
| Licenses | 5,344 | 2,782 | 2,562 | 0 |
| Outreach/Fundraising | 750 | 250 | 500 | 0 |
| Insurance | 179 | 72 | 107 | 0 |
| Miscellaneous | 100 | 50 | 50 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **11,603** | **3,424** | **8,179** | **0** |
| **2.4 VEHICLE BUDGET** | | | | |
| Gas/Oil_____ Miles x Rate _____ | 0 | 0 | 0 | 0 |
| Maintenance | 0 | 0 | 0 | 0 |
| Vehicle Insurance | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **TOTAL SERVICES/SUPPLIES BUDGET** | **14,908** | **3,479** | **11,429** | **0** |

# SECTION 3 CAPITAL EQUIPMENT

| CAPITAL EQUIPMENT *List Items Costing $5,000+ (Include Funding Source)* | TOTAL PROJECT COSTS (1) | AAA FUNDED PROJECT COSTS (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0.00 |
| | 0 | 0 | 0 | 0 |
| **TOTAL CAPITAL EQUIPMENT BUDGET** | **0** | **0** | **0** | **0** |
| **GRAND TOTAL BUDGET** (Sections 1 - 3) | **78,204** | **20,000** | **40,564** | **17,640** |

# SECTION 4 REVENUES

| REVENUE SOURCES: | Total Project Funds | AAA Project Funding | Other | | Committed Funds |
|---|---|---|---|---|---|
| | | | CASH | IN-KIND | |
| **Non-Match:** | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| Community Contributions | 10,564 | 0 | 10,564 | 0 | 0 |
| Telephone Assurance | 20,000 | 0 | 20,000 | 0 | 0 |
| Family Care Giver Support Program | 10,000 | 0 | 10,000 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **40,564** | **0** | **40,564** | **0** | **0** |
| **Match:** | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| Volunteer Match | 17,640 | 0 | 0 | 17,640 | |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
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| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **17,640** | **0** | **0** | **17,640** | **0** |
| Title III/VII Client Donations: | 0 | 0 | 0 | 0 | 0 |
| Title III/VII Funds: | 16,337 | 16,337 | 0 | 0 | 0 |
| County General Funds: | 3,663 | 3,663 | 0 | 0 | 0 |
| MEASURE A Funds: | 0 | | 0 | 0 | 0 |
| GRAND TOTAL REVENUE: | 78,204 | 20,000 | 40,564 | 17,640 | 0 |

# SECTION 5 DEDUCTIVE FORMULA (Title III/VII Funded Programs Only)

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET: | 78,204 |
| 2.) {LESS} COUNTY GENERAL FUNDS: | 3,663 |
| 3.) {LESS} MEASURE A FUNDS: | 0 |
| 4.) {LESS} OTHER NON-MATCH FUNDS: | 40,564 |
| 5.) {EQUALS} TITLE III/VII BUDGET COSTS TO BE MATCHED: | 33,977 |
| 6.) {LESS} TITLE III/VII MATCH FUNDS: [minimum of 10% OF LINE 5] | 17,640 |
| 7.) {LESS} TITLE III/VII CLIENT DONATIONS: | 0 |
| 8.) {EQUALS} EARNED TITLE III/VII FUNDS: | 16,337 |
| TOTAL CONTRACT FUNDING (LINE 2 + LINE 3 + LINE 8) | 20,000 |

Exhibit B-2

# Spectrum Community Services, Inc.

## Final Budget

## Fiscal Year 22/23

**August 30, 2022**

| | Energy | Fall Prevention | General | Nutrition | Connect | Total |
|---|---|---|---|---|---|---|
| **Income** | | | | | | |
| **Total Government Grant** | 5,645,000 | 236,854 | - | 834,496 | 50,000 | 6,766,350 |
| **Total Contribution** | 7,500 | 28,487 | 78,183 | 474,654 | 10,565 | 599,390 |
| **Total Corporation/Foundation Grants** | - | - | - | - | - | - |
| **Total Program Service Revenue** | - | - | - | 205,000 | - | 205,000 |
| **Total Miscellaneous Income** | 100 | - | 10,150 | 100 | - | 10,350 |
| **Total In-kind Revenue** | - | 10,000 | - | 290,000 | 35,280 | 335,280 |
| **Total Income** | 5,652,600 | 275,341 | 88,333 | 1,804,250 | 95,845 | 7,916,370 |
| **Gross Profit** | 5,652,600 | 275,341 | 88,333 | 1,804,250 | 95,845 | 7,916,370 |
| **Expense** | | | | | | |
| **Total Salaries & Wages** | 1,837,220 | 214,651 | 25,000 | 667,578 | 38,851 | 2,783,301 |
| **Total In-Kind Salaries & Wages** | - | 10,000 | - | 290,000 | 35,280 | 335,280 |
| **Total Benefits** | 327,270 | 31,940 | 3,283 | 152,235 | 6,806 | 521,534 |
| **Total Outside Services (inc audit)** | 83,200 | 4,360 | 15,000 | 17,440 | - | 120,000 |
| **Total Supplies & Postage** | 89,500 | 650 | 3,075 | 62,500 | - | 155,725 |
| **Total Communication** | 30,000 | 1,900 | 1,200 | 10,000 | 420 | 43,520 |
| **Total Facility Costs** | 113,000 | 2,825 | - | 54,780 | 160 | 170,765 |
| **Total Equipment Rental & Maint** | 8,000 | 50 | - | 2,650 | - | 10,700 |
| **Total Travel & Company Vehicles** | 67,432 | 1,000 | 100 | 48,375 | 3,230 | 120,137 |
| **Total Raw Food Costs** | - | - | - | 363,272 | - | 363,272 |
| **Total Direct Materials/Svcs/Outreach** | 2,840,578 | 1,325 | 31,000 | 33,250 | 5,400 | 2,911,553 |
| **Total Equipment** | 120,000 | - | - | 55,500 | - | 175,500 |
| **Total Insurance** | 23,900 | 760 | - | 4,970 | 179 | 29,809 |
| **Total Workshops, Conventions & Conf** | 21,000 | 2,500 | - | 11,750 | 75 | 35,325 |
| **Total Advertising, Outreach & Dues** | 11,500 | 250 | 100 | 13,850 | - | 25,700 |
| **Total Taxes & Licenses** | 76,500 | 2,525 | 175 | 14,625 | 5,344 | 99,169 |
| **Total Miscellaneous Expenses** | 3,500 | 605 | 9,400 | 1,475 | 100 | 15,080 |
| **Total Expense** | 5,652,600 | 275,341 | 88,333 | 1,804,250 | 95,845 | 7,916,370 |
| **Net Income** | - | - | - | - | - | - |

# 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**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**<br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| **C** | **Workers' Compensation (WC) and Employers Liability (EL)**<br>Required for all contractors with employees | WC: Statutory Limits<br>EL: $100,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions**<br>Includes endorsements of contractual liability | $1,000,000 per occurrence<br>$2,000,000 project aggregate |

**E** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, 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 minimum A.M. Best Rating of A- or better, 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:
   **Alameda County Social Services Agency Contracts Office, 1111 Jackson St., 1st floor, Oakland, CA 94607**

SPECCOM-01 MINED1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2022

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

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

PRODUCER License # 0C41366
Granite Professional Insurance Brokerage, Inc.
360 Lindbergh Avenue
Livermore, CA 94551

CONTACT NAME:
PHONE (A/C, No, Ext): (925) 462-8400 FAX (A/C, No): (925) 462-8888
E-MAIL ADDRESS: commercial@graniteins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Nonprofits Insurance Alliance | |
| INSURER B : California Capital Insurance Company | 13544 |
| INSURER C : State Compensation Insurance Fund (SCIF) | 35076 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Spectrum Community Services, Inc.
2621 Barrington Ct.
Hayward, CA 94545

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | | 2022-03832 | 7/1/2022 | 7/1/2023 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | 3-BAA-1-070015568 | 7/1/2022 | 7/1/2023 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | 2022-03832-UMB | 7/1/2022 | 7/1/2023 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | 9063323-22 | 7/1/2022 | 7/1/2023 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Professional Liabili | | | 2022-03832 | 7/1/2022 | 7/1/2023 | Each Event | 1,000,000 |
| A | | | | 2022-03832 | 7/1/2022 | 7/1/2023 | Aggregate | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives is Additional Insured as respects to General Liability per Form CG 20 26 12 19.

**CERTIFICATE HOLDER**

Alameda County Social Services Agency
1111 Jackson Street, 1st Floor
Oakland, CA 94607

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION - FOOD CONTRIBUTIONS OR CLIENT REFERRALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**1.** In the performance of your ongoing operations; or

**2.** In connection with your premises owned by or rented to you.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# BUSINESS AUTO BROADENING ENDORSEMENT

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THIS POLICY:**

## BUSINESS AUTO COVERAGE FORM
## GARAGE COVERAGE FORM

### A. EXTENDED CANCELLATION CONDITION

Form **IL 00 17**, the **Common Policy Condition**, section **A. CANCELLATION**, Paragraph **2.b.** is replaced by the following:

**b.** 60 days before the effective date of cancellation if we cancel for any other reason.

### B. BROADENED DEFINITION OF INSURED

**1.** The Named Insured shown in the Declarations is amended to include:

**a.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the policy. However, the Named Insured does not include any subsidiary that is an "insured" under any other insurance policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

**b.** Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

**(1)** that is a joint venture, partnership, or limited liability partnership or corporation,

**(2)** that is an "insured" under any other policy,

**(3)** that has exhausted its Limit of Insurance under any other policy, or

**(4)** 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

**2.** **Who Is An "Insured"** of **Section II – Liability Coverage 1. a. (4)** is amended to add:

Any employee of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### C. HIRED AUTO PHYSICAL DAMAGE AND LOSS OF USE

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of the private passenger, light or medium truck type (20,000 lbs. or less in gross vehicle weight), subject to the following limit; these items are excess to any other collectible insurance coverage.

The most we will pay for "loss" to any hired "auto" is **$50,000** or Actual Cash Value or the Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger, light or medium truck type for that coverage. **Hired Auto Physical Damage** coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger or light truck type.

If symbol 8 or 28 is listed on the Covered Autos section of the policy declarations page as applying to any of the physical damage coverages, then the **Hired Auto Physical Damage** coverage described on this form does not apply.

Subject to a maximum of **$750** per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial "loss".

**D. HIRED AUTO LIABILITY - WORLDWIDE COVERAGE** (except for the Republic of Mexico)

For hired "autos" hired for less than 30 days, the coverage territory will be extended to anywhere in the world, except for the Republic of Mexico, provided the "insured's" liability to pay damages is determined in a "suit" brought in the coverage territory described in **Section IV – Business Auto Conditions.**

This coverage does not apply to "garage operations".

**E. AUTO LOAN OR LEASE GAP PAY-OFF**

Under **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, if a long-term leased or purchased "auto" is a covered "auto" and the lessor or lender is named as an "Additional Insured – Lessor", or "Additional Insured – Lender", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or lender for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" **less** any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

We will not pay any administrative costs or overhead fees assessed by the finance company that has leased the covered "auto" to you.

**F. ADDITIONAL INSURED AND WAIVER OF SUBROGATION**

**1.** The following are added as an "insured" under **Section II – Liability Coverage**, **Who Is an Insured**:

**Section II. 1. a. (4)** Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" if:

**a.** You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

**(1)** an expressed provision of an "insured contract", or written agreement; or

**(2)** an expressed condition of a written permit issued to you by a governmental or public authority.

**b.** The "bodily injury" or "property damage" is caused by an "accident" which takes place after:

**(1)** you executed the "insured contract" or written agreement; or

**(2)** the permit has been issued to you.

**2.** The following is added to **Section IV – Business Auto Conditions**, **Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against any additional "insured", but only as respects "Loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the "insured contract", written agreement, or permit.

This coverage does not apply to "garage operations".

**G. COVERAGE EXTENSIONS**

**1. Supplementary Payments**, of **Section II- Liability Coverage**, is amended as follows:

The reference to **$250** for the cost of bail bonds is replaced by **$1,000** and the reference to **$100** per day for all reasonable expenses is replaced by **$250** per day.

This coverage does not apply to the **Garage Coverage Form**.

2. **Coverage Extension**, of **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, is amended to provide a limit of **$50** per day and a maximum of **$1,000** for temporary transportation expense.

3. **Under Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, **Comprehensive Coverage**, we will pay for the expense of returning a stolen covered "auto" to you.

**H. BODILY INJURY TO FELLOW EMPLOYEE EXCLUSION WAIVED**

**Section II – Liability Coverage, B. 5. Fellow Employee Exclusion**, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Coverage is excess over any other collectible insurance.

**I. COMMUNICATION EQUIPMENT COVERAGE**

**Section III – Business Auto Coverage Form**, **Physical Damage Coverage,** with respect to a covered "auto" described in the Schedule or in the Declarations, also applies to "Loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss". Equipment which is removable from a housing unit which is permanently installed in the covered "auto" and is designed to be solely operated by use of the power from the "auto's" electrical system in or upon the covered "auto" is considered permanently installed. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment. The Physical Damage deductibles listed in the declarations as applying to the covered "auto" apply to this coverage as well.

The most that we will pay in the event of a "loss" is the lesser of:

1. The actual cash value of the damage or stolen property at the time of the "loss"; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind or quality; or

3. **$1,500**.

**J. GLASS-ONLY CLAIM: DEDUCTIBLE WAIVED IF REPAIRED RATHER THAN REPLACED**

Under **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, **Deductible**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**K. PERSONAL EFFECTS COVERAGE**

1. Subject to a maximum limit of **$500**, coverage is extended to the personal effects of the driver, passenger and insured while inside a covered "auto" and damaged as a result of an accident. Losses are subject to a **$250** deductible. No separate deductible applies if the "loss" under this section is part of a specified perils, comprehensive or collision "loss" under this policy. If the "loss" includes coverage under more than one section of this endorsement , only the highest deductible will apply to the entire "loss".

2. We will not pay for "loss" to personal property of any of the following:

   **a.** Accounts, bills, currency, deeds, money, notes, securities and evidence of debt.

   **b.** Electronic equipment or tapes, records, discs or other similar audio visual or data electronic equipment.

   **c.** Furs.

   **d.** Animals, birds or fish.

   **e.** Bullion, precious stones, jewelry or similar valuables, painting, art objects, manuscripts or mechanical drawings.

   **f.** Contraband or property in the course of illegal transportation or trade.

**g.** An “auto”, its equipment or fluids, including fuel.

**h.** “Loss” caused by theft, unless there are visible signs or marks of forcible entry into the covered “auto” and the theft is reported to law enforcement authorities.

**3.** The Personal Effects Coverage is excess over any other valid and collectible insurance coverage available for the same “loss”.

## L. PET INJURY COVERAGE

Under **Section III – Physical Damage Coverage,** If you carry Collision Coverage for the damaged covered “auto”, the following is added:

If “your pet” sustains injury or death while inside a covered auto at the time of a loss covered under Collision or Comprehensive coverage, we will pay for the following:

**1.** up to **$500** for reasonable and routine veterinary fees incurred by you if “your pet” is injured in, or as a direct result of, the covered loss; or

**2.** a **$500** death benefit if “your pet” dies in, or as a direct result of, the covered loss, less any payment we made toward veterinary expenses for “your pet”.

In the event of a covered loss due to theft of a covered auto, we will pay the death benefit subject to “your pet” is inside the covered auto at the time of theft and “your pet” is not recovered.

This additional coverage is subject to a **$100** Deductible for death and veterinary care sustained as a result of a covered loss. Coverage applies in excess over any other valid and collectible insurance.

The following definition applies to this coverage:

“Your pet” means any cat or dog owned by any insured covered under this policy.

The most we will pay for all damages in any one loss is a total of **$500** regardless of the number of dogs or cats involved.

## M. SINGLE EVENT DEDUCTIBLE

Under the **Physical Damage Coverage** Section, if two or more policies or coverage forms apply to the same accident, the following applies to paragraph **D. Deductible**:

You will pay the highest deductible stated on the declarations page only once for damages to your tractor, trailer and cargo when all are insured by us and are damaged by the same covered cause of loss.

## N. RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

**1.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

**a.** The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

**2.** Our payment is limited to the lesser of the following amounts:

**a.** Necessary and actual expenses incurred.

**b.** Subject to a maximum payment of **$100** per day up to 30 days.

**3.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**4.** If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

POLICY NUMBER: 2022-03832

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

**SCHEDULE**

| **Name of Person or Organization:** |
|---|
| |

**A. Section II – WHO IS AN INSURED** is amended to include:

**4.** Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**a.** Your negligent acts or omissions; or

**b.** The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**B. Section III – LIMITS OF INSURANCE** is amended to include:

**8.** The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

**C.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
   (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
   (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ENDORSEMENT AGREEMENT

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

# WAIVER OF SUBROGATION
## BLANKET BASIS

REP D8
9063323-22
RENEWAL
NA
3-39-62-91


EFFECTIVE JULY 1, 2022 AT 12.01 A.M.
AND EXPIRING JULY 1, 2022 AT 12.01 A.M.

SPECTRUM COMMUNITY SERVICES INC
2621 BARRINGTON CT
HAYWARD, CA 94545

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

| PERSON OR ORGANIZATION | JOB DESCRIPTION |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER | BLANKET WAIVER OF SUBROGATION |

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JUNE 24, 2022

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

---

**SCHEDULE**

| **Name of Person or Organization:** |
| --- |
| |

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

# 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 E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Spectrum Community Services

PRINCIPAL: Laura Calvert-York TITLE: Executive Director

SIGNATURE: DocuSigned by: A129288DCE4244B... DATE: 10/19/2022

# EXHIBIT G

# ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

C. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

E. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials**.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

    a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

    b. Meeting Contract performance requirements; or

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

(a) Are *not used* as a substantial or essential component of any system; and

(b) Are *not used* as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II**.** **Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ''Anti-Kickback'' Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland ''Anti-Kickback'' Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# EXHIBIT G-1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, Spectrum Community Services, certifies, or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

Signature of Contractor's Authorized Official

10/19/2022
Date

Lara Calvert-York
Name

Executive Director
Title

SAM.GOV

# Exclusion Search Results 0 Total Results

## Filter by:

| Entity Name | Status |
| --- | --- |
| "spectrum community services" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Classification | Status | Excluded Individual |
|---|---|---|
| Individual | Active | Lara Calvert |
| | | Kris Kokotaylo |

| | |
|---|---|
| ALOLINK Master Contract #: **900176**<br>Supplier ID #: **30756** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888/ 6** |

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900176** ("Master Contract") made and entered into by and between **Family Support Services** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED FAMILY CAREGIVER SUPPORT PROGRAM FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $55,000.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...

Andrea Ford

Title: Interim Agency Director

Date: 10/31/2022

**CONTRACTOR**

By: DocuSigned by: Cheryl Smith C50FAA381D644DE...

Cheryl Smith

Title: Chief Executive Officer

Date: 10/20/2022

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **30756** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900176** Procurement Contract #: **24114** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **33950** | | | **$ 49,000** | **$ 49,000** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 6,000** | **$ 6,000** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2117-H** Contract Maximum: **$55,000**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 20, 2023** Period of Funding From: **July 1, 2022** To: **June 20, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Jose Villaflor** Telephone #: **510-268-2454** QIC Code: **23501**

Contractor Name: **Family Support Services**

Project Name: **Family Caregiver Support Program- Title IIIE**

Contractor Address: **303 Hegenberger, Suite 400, Oakland CA, 94621**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **1**

BOS Dist. #: **5**

Contractor Telephone #: **(510) 834-2443** Fax #: **(510) 834-1548** E-mail (Signatory): **csmith@fssba.org**

Contractor Contact Person: **Cheryl Smith** E-mail (Contact): **csmith@fssba.org**

Contract Service Category: **Family Caregiver Support Program- Title IIIE** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$55,000** | | | | |
| Amount of Encumbrance | **$ 55,000** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888/ 6** | | | | |
| Reason | **Board Action** | **Board Action** | **Board Action** | **Board Action** | **Board Action** |

| Funding Source Allocation: | Federal - CFDA #: 93.052 | State | County | |
|---|---|---|---|---|
| | **$49,000** | | **$ 6,000** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF387EBC493... Signature

**Andrea Ford**
Print or Type Name

Title **Interim Agency Director** Date 10/31/2022

**CONTRACTOR**

By DocuSigned by: Cheryl Smith C50FAA381D644DE... Signature

**Cheryl Smith**
Print or Type Name

Title **Chief Executive Officer** Date 10/20/2022

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

# EXHIBIT A

## PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **Family Support Services,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022- June 30, 2023** |
| **Type of Services** | **Family Caregiver Support Program** (Title IIIE, Fed. Catalog # 93.052) |

## I. PROGRAM GOALS

A. The Family Caregiver Support Program is defined as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to compliment the care provided by caregivers.

B. Services shall be targeted to both caregivers and care receivers throughout Alameda County, especially those caregiving needs of hard to reach or underserved populations. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage

media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older Americans Act Performance System (OAPPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

    a. 30-days of the start date of this Contract,
    b. 30-days of the start date of any new employee, volunteer, or subcontractor,
    c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

    a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI

is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

## C. SERVICE OBJECTIVES

1. Services shall be available through Family Support Services offices at 303 Hegenberger Rd., Suite 400 Oakland, CA 94621.

2. Direct services shall be provided in the older person's home and by telephone.

3. Eligible caregivers and care receivers shall be those individuals newly identified as in need of service or known individuals for whom new or additional services are to be provided.

4. Services provided under this Family Caregiver Support Services agreement shall not supplant any existing services.

5. Services are available solely to non-paid caregivers, and no direct payments to eligible caregivers may be made under the terms of this contract.

## D. MIS UNITS OF SERVICES

1. Contractor shall provide the following units of service during this contract period in a manner that distributes them reasonably in all four geographic areas and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older as follows:

County Wide

| | | |
|---|---|---|
| a. | Aged 75 and older | 28% |
| b. | Low-Income (Greatest Economic Need) | 25% |
| c. | Minority | 52% |

3. Contractor shall provide Family Caregiver Support services to a minimum of thirty two (32) New Older Adults (Unduplicated Clients) during the annual

contract period. (Number of new Older Adults receiving services for the first time will be reported monthly on the AAA 186).

4. Contractor shall provide a minimum of two thousand three hundred ninety-one (2,391) hours of Respite Services during the annual contract period.

| NUMBER UNDUPLICATED INDIVIDUALS TO BE SERVED ANNUALLY | SUPPORT SERVICE CATEGORY | SERVICE UNIT NAME | NUMBER OF UNITS TO BE PROVIDED | |
|---|---|---|---|---|
| | | | ANNUALLY (12 months) | MONTHLY (approx) |
| | | | | |
| 32 | Respite | In-Home<br>Out of Home-Day<br>Site-Based | 2,391 | 200 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title llI-E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA 5302(3)]

2. **A Family Caregiver** is defined in Title III, Part A, Sections 302(3) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. "Family Caregiver" is used interchangeably with "informal caregiver". "Informal" means that the care is not provided as part of a public or private formal service program.

   A Family Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.

   Older parents providing care to their adult child with disabilities can be served in FCSP if the adult child is 60 years of age or older.

   The broader term "Caregiver" as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

3. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part A Section 302(3); Title I, Section 102(40)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 8 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (22), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, walking, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.

4. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA.

    a. Lives with a child;
    b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
    c. Has legal relationship with child, such as legal custody or guardianship, or is raising the child informally.
    d. In addition to the above a grandparent or older relative caregiver that has adopted the child remains eligible to receive support services under this portion of FCSP.

5. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(a)(1) of the OAA as an individual who is not more than 18 years of age.

6. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in three (3) or more of the following areas of major life activity:

    a. Self-care,
    b. Receptive and expressive language
    c. Learning,
    d. Mobility,
    e. Self-direction,
    f. Capacity for Independent Living,
    g. Economic self-sufficiency,
    h. Cognitive functioning, and
    i. Emotional adjustment.

7. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers.

   In accordance with Title III, Part E, Section 373(e)(1), the Department has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

   The following apply to the Respite Care or Supplemental Services (5) categories above:

   a. "**Respite Care**" means the provision of temporary, substitute supports or living arrangements for care receivers and may be provided (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).
   b. **"Temporarily"** means a brief period of relief or rest from a caregivers responsibilities during a limited time period, and could be provided on the following basis:
      (1) Intermittent—Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break;
      (2) Occasional—Time off for the caregiver to attend a special event;
      (3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.
   c. **Title III E funds cannot be used to support the following activities:**
      (1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
      (2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly;
      (3) To supplement the service unit cost of "a participant day" at an adult day care program.
   d. **Title III E Supplemental Funds cannot be used to support the following activities:**
      (1) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
      (2) Providing ongoing assistance to a care receiver living alone;

(3) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
(4) One-time, end-of-the-year assistance without an identified individual caregiver need.

8. **New Caregiver/Care Receiver** In addition to the definition of eligible Caregiver and Care Receiver above, "**new**" shall be defined as individuals who receive services through the terms of this contract as of July of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Caregiver/Care Receiver receiving services related to this program is counted only once during the contract year.

9. **Outreach** Interventions initiated by an agency or organization for the purpose of identifying potential caregivers and encouraging their use of the existing services and benefits.

10. **Low Income (Greatest Economic Need)** Having a monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

11. **Caregiver Assessment** Caregiver Assessment means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)].

## F. SERVICE CATEGORY SPECIFICATIONS

### 1. INFORMATION SERVICES

**Information Services** means the provision of public information on caregiving and/or community education on caregiving, including information about available services.

a. **Public Information on Caregiving** means an Information Service designed to provide information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems. (e.g., quarterly newsletter)

**Unit of Measurement: one activity**

b. **Community Education on Caregiving** means an Information Service designed to educate groups of current or potential caregivers and those who may provide them with assistance about available FCSP and other caregiver support resources and services. (e.g., booth at health fair)

**Unit of Measurement: one activity**

2. **ACCESS ASSISTANCE**

**Access Assistance (for the Elderly and Child)** means the provision of caregiver outreach, caregiver information and assistance, and caregiver interpretation/ translation services in order to link caregivers to the opportunities and services that are available.

a. **Caregiver Outreach** means an Access Assistance service involving interventions (one-on-one contacts with individuals) initiated by an agency or provider for the purpose of identifying caregivers and encouraging their use of existing caregiver support services.

**Unit of Measurement: one contact**

b. **Caregiver Information and Assistance** means an Access Assistance service that provides caregivers with information on services available within the community, including information related to assistive technology and information particularly for older individuals at risk of institutional placement; Links caregivers to the services and opportunities that are available within the community; and to the maximum extent practicable, establishes adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).

**Unit of Measurement: one contact**

c. **Caregiver Interpretation/Translation:** means an Access Assistance service for the provision of bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities (e.g., staff interpreting dialogue between caregiver and care consultant staff translating an elder's prescription drug label for his caregiver.)

**Unit of Measurement: one contact**

3. **SUPPORT SERVICES**

**Support Services** means the provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and (if necessary) caregiver case management.

a. **Caregiver Assessment for the Elderly** means a *Support Service* conducted by persons trained & experienced in the skills required to deliver the service that should result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their:
   (1) Willingness to provide care;
   (2) Duration and care frequency preferences;
   (3) Caregiving abilities;
   (4) Physical health, psychological, social support, and training needs;

(5) Financial resources relative for caregiving; and
(6) Strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system.

**Unit of Measurement: one hour**

b. **Caregiver Assessment for the Child** means a Support Service provided to a caregiver by a person appropriately trained the level of counseling service, which may range from guidance with caregiving responsibilities to therapy for stress, depression, and loss; and:
(1) May involve his or her informal support system;
(2) May be individual direct sessions and/or telephone consultations; an
(3) May address caregiving-related financial and long-term care placement responsibilities.

**Unit of Measurement: one hour**

c. **Caregiver Counseling** means a Support Service provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of counseling service, which may range from guidance with the responsibilities of the
(1) May involve his or her informal support system; and
(2) May be individual direct sessions and/or telephone consultations.
(3) May address care-giving related financial and long-term care placement responsibilities.

**Unit of Measurement: one hour**

d. **Caregiver Peer Counseling** means a Support Service provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.

**Unit of Measurement: one hour**

e. **Caregiver Support Group** means a Supportive Service provided to a group of 3-12 caregivers that is led by a competent facilitator; conducted at least monthly within a supportive setting or via a controlled access, moderated online or teleconference approach; for the purpose of sharing experiences and ideas to ease the stress of caregiving and enhancing decision making and problem solving related to their caregiving responsibilities.

**Unit of Measurement: one hour**

f. **Caregiver Training** means a Supportive Service consisting of workshops or one-on-one individually tailored sessions, conducted either in person or electronically by a necessary to meet and enhance their caregiving roles; and shall address the areas of health, nutrition, and financial literacy.

**Unit of Measurement: one hour**

g. **Case Management** means a Support Service provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental

impairment or temporary severe stress and/or depression.

**Unit of Measurement: one hour**

4. **RESPITE CARE**

**Respite Care** means a brief period of relief or rest from caregiving responsibilities, and is provided to caregivers on an intermittent, occasional, or emergency basis in a manner that responds to the individual needs and preferences of the caregivers and their care receivers, rather than a pre-established set amount offered on a "first come, first served" waiting list basis.

**Respite Care** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child.

a. **Respite In-Home Supervision** means Temporary Respite Care that includes the provision of care receiver day and/or overnight supervision and friendly visiting by an appropriately skilled provider or a volunteer in order to prevent wandering and health or safety incidents.

**Unit of Measurement: one hour**

b. **Respite Homemaker Assistance** means Temporary Respite Care that includes the provision of care receiver assistance with meal preparation, medication management, using the phone, and/or light housework (along with care receiver supervision) by an appropriately skilled provider or volunteer.

**Unit of Measurement: one hour**

c. **Respite In-Home Personal Care** means Temporary Respite Care that includes the provision of care receiver assistance with eating, bathing, toileting, transferring, and/or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.

**Unit of Measurement: one hour**

d. **Respite Home Chore** means Temporary Respite Care that includes an appropriately skilled provider or volunteer assisting a caregiver with heavy housework, yard work, and/or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities.

**Unit of Measurement: one hour**

e. **Respite Out of Home Day** means Temporary Respite Care where the care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes assess to social and recreational activities.

**Unit of Measurement: one hour**

f. **Respite Out of Home Overnight** means Temporary Respite Care where the care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and

personal care.

**Unit of Measurement: one hour**

5. **SUPPLEMENTAL SERVICES**

**Supplemental Services** means caregiver-centered assistance offered on a limited basis to support and strengthen the caregiving efforts.

**Supplemental Services** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child. Supplemental services should be provided in coordination with an assessment by a trained professional, and eligible individuals will be encouraged to participate in supplemental services.

a. **Assistive Devices for Caregiving** means a Supplemental Service involving the purchase, rental and/or service fee of any equipment or product system (ranging from a lift chair or bathtub transfer bench to an electronic pill dispenser or emergency alert fall prevention device) in order to facilitate and fulfill caregiving responsibilities.

**Unit of Measurement: 1 device for one client equals one occurrence**

b. **Home Adaptations for Caregiving** means a Supplemental Service that makes any minor or physical change to the home in order to facilitate and enhance the caregiving role (ranging from installation of grab bars or replacement of door handles to construction of an entrance ramp or roll-in shower) in order to fulfill caregiver responsibilities.

**Unit of Measurement: 1 modification to one home equals one occurrence**

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

1. **Supportive Services**

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within

the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

B. **NON-COMPLIANCE: STAGES OF SANCTIONS**

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via

certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.

c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) work day after the monthly invoice, activity report, other required reports are due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.
d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.
e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.

f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with

Disabilities Act, Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-122, A-133, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.

C. Contractors are required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection 7500(b) guidelines:

Providers shall not disclose any information about an older individual, or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color,

national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

O. **LOBBYING CERTIFICATION**

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying"(attached) in accordance with its instructions

The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

P. **CONTRACTS IN EXCESS OF $100,000**

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738)

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

   a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
   b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

   a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
   b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as

required by AAA.

3. Is anyone better off?

   a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit requirements.
   b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

   a. Albany Senior Center
      846 Masonic
      Albany, CA 94706
      510-524-9122
   b. Oakland Department on Aging
      200 Grand Avenue
      Oakland, CA 94610
      510-238-3284
   c. J-Sei, Inc.
      1285 66th St.
      Emeryville, CA 94608
      510-654-4000
   d. North Berkeley Senior Center
      1901 Hearst St.
      Berkeley, CA 94710
      510-981-5190
   e. South Berkeley Senior Center
      2939 Ellis St.
      Berkeley, CA 94703
      510-981-5170
   f. Emeryville Senior Center
      4321 Salem St.
      Emeryville, CA 94608
      510-596-3730
   g. Fruitvale San Antonio Senior Center
      3301 E. 12th Street, Suite 201
      Oakland, CA 94601
      510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

a. Dublin Senior Center
7600 Amador Valley Blvd.
Dublin, CA 94568
925-556-4511

b. Pleasanton Department of Parks and Community Services
5353 Sunol Blvd.
Pleasanton, CA 94566
925-931-5365

c. Livermore Senior Services Center
4444 East Avenue
Livermore, CA 94550
925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

V. **UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

W. **PRIORITY HIRING CONSIDERATIONS**

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

X. **PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS**

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

Y. **SAME-SEX MARRIAGE**

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of

celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.21l (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County.

Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be

forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known*: 4c | | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature: _____**<br>**Print Name: _____**<br>**Title: _____**<br>**Telephone No.: _____ Date: _____** |
| **Federal Use Only** | | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

**EXHIBIT B-1**
**ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET**

Contractor: **Family Support Services** Contract Term: 07/01/2022-06/30/2023

**MIS Program: Family Caregiver Support Program**

| SECTION 1 SALARIES AND EMPLOYEE BENEFITS | | | | | | |
|---|---|---|---|---|---|---|
| **1.1 PAID STAFF (FTE = 37.5 Hours/Week))** | | | **TOTAL PROJECT** | **AAA FUNDED** | **OTHER** | |
| **List # pos., %FTE, wages** | **FTE** | **Salaries** | **BUDGET (1)** | **PROJECT BUDGET (2)** | **CASH** | **IN-KIND** |
| Program Staff: | | | | | | |
| Chief Executive Officer | 0.50% | 181,371 | 907 | 680 | 227 | 0 |
| Chief Operating Officer | 1.42% | 116,463 | 1,654 | 1,240 | 413 | 0 |
| Administrative Assistant | 5.14% | 40,000 | 2,056 | 1,542 | 514 | 0 |
| Respite Program Director | 5.55% | 82,000 | 4,551 | 3,413 | 1,138 | 0 |
| Respite Program Supervisor | 3.33% | 58,968 | 1,964 | 1,473 | 491 | 0 |
| Respite Care Coordinator | 29.00% | 51,085 | 14,815 | 11,111 | 3,704 | 0 |
| Respite Program Assistant | 3.00% | 38,537 | 1,156 | 867 | 289 | 0 |
| Hourly Respite Providers | 100.00% | 15,426 | 15,426 | 11,570 | 3,857 | 0 |
| | | - | 0 | 0 | 0 | 0 |
| | | | 0 | 0 | 0 | 0 |
| | | | 0 | 0 | 0 | 0 |
| | | | 0 | 0 | 0 | 0 |
| **Subtotal:** | | | 42,528 | 31,896 | 10,632 | 0 |
| **1.2 TAXES AND BENEFITS** | | | | | | |
| FICA @ 7.65% | | | 3,253 | 2,440 | 813 | 0 |
| SUI/SDI @ $350/FTE | | | 963 | 722 | 241 | 0 |
| LTD, Life & other | | | 113 | 85 | 28 | 0 |
| Health Insurance | | | 6,348 | 4,761 | 1,587 | 0 |
| Workers' Comp | | | 981 | 736 | 245 | 0 |
| Retirement (3% for Qualified Full-Time Employees) | | | 813 | 610 | 203 | 0 |
| | | | 0 | 0 | 0 | |
| **Subtotal:** | | | 12,472 | 9,354 | 3,118 | 0 |
| **1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)** | | | | | | |
| | | | 0 | 0 | 0 | 0 |
| | | | 0 | 0 | 0 | 0 |
| | | | 0 | 0 | 0 | 0 |
| | | | 0 | 0 | 0 | 0 |
| | | | 0 | 0 | 0 | 0 |
| **Subtotal:** | | | 0 | 0 | 0 | 0 |
| **TOTAL SALARY/BENEFIT BUDGET (Sections 1.1, 1.2, 1.3)** | | | 55,000 | 41,250 | 13,750 | 0 |

**SECTION 2 SERVICES AND SUPPLIES**

| 2.1 TRAVEL AND TRAINING | | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|---|
| | | | | CASH | IN-KIND |
| Travel and Mileage | 5700 | 50 | 38 | 13 | 0 |
| Provider Mileage | 5710 | 2,750 | 2,063 | 688 | 0 |
| Conferences/Conventions | | 0 | 0 | 0 | 0 |
| Training | 5610 | 700 | 525 | 175 | 0 |
| Vol.Travel: | | 0 | 0 | 0 | 0 |
| **Subtotal:** | | **3,500** | **2,625** | **875** | **0** |
| 2.2 OCCUPANCY | | | | | |
| Rent | 5410 | 3,500 | 2,625 | 875 | 0 |
| Communications | 5400 | 250 | 188 | 63 | 0 |
| Utilities | | 0 | 0 | 0 | 0 |
| Building repair & maintenance | 5415 | 50 | 38 | 13 | 0 |
| Insurance | 5500 | 300 | 225 | 75 | 0 |
| **Subtotal:** | | **4,100** | **3,075** | **1,025** | **0** |
| 2.3 OTHER BUDGET COSTS | | | | | |
| Out-of-Home Providers | 5200 | 7000 | 5250 | 1750 | 0 |
| Consultants | 5210 | 273 | 205 | 68 | 0 |
| Other Fees/Bank Fees | 5230 | 200 | 150 | 50 | 0 |
| Recruitment | 5300 | 100 | 75 | 25 | 0 |
| Office Supplies & Expense | 5430 | 100 | 75 | 25 | 0 |
| Software - Purchase & Subs | 5435 | 1100 | 825 | 275 | 0 |
| Memberships & Subscriptions | 5440 | 100 | 75 | 25 | 0 |
| Printing | 5450 | 980 | 735 | 245 | 0 |
| Postage & Delivery | 5460 | 50 | 38 | 13 | 0 |
| Equipment Repair & Maintenance | 5470 | 0 | 0 | 0 | 0 |
| Equipment Rental | 5480 | 80 | 60 | 20 | 0 |
| Equipment & Furnishings | 5490 | 0 | 0 | 0 | 0 |
| Vehicle Insurance | 5550 | 0 | 0 | 0 | 0 |
| Pre Employment Costs | 5600 | 150 | 113 | 38 | 0 |
| Meetings & Orientations | 5720 | 100 | 75 | 25 | 0 |
| In-Kind Serv/Mats | 5740 | 4500 | 0 | 0 | 4500 |
| Depreciation | 5900 | 150 | 113 | 38 | 0 |
| Client Basic Needs | 5995 | 50 | 38 | 13 | 0 |
| Program Activities/Supplies | 5996 | 300 | 225 | 75 | 0 |
| | | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 |
| | | **0** | **0** | **0** | 0 |
| **Subtotal:** | | 15,233 | 8,050 | 2,683 | 4,500 |
| 2.4 VEHICLE BUDGET | | | | | |
| Gas/Oil_____ Miles x Rate _____ | | 0 | 0 | 0 | 0 |
| Maintenance | | 0 | 0 | 0 | 0 |
| Vehicle Insurance | | 0 | 0 | 0 | 0 |
| **Subtotal:** | | 0 | 0 | 0 | 0 |
| **TOTAL SERVICES/SUPPLIES BUDGET** | | 22,833 | 13,750 | 4,583 | 4,500 |

**SECTION 3 CAPITAL EQUIPMENT**

| **Capital Equipment** *List Items Costing $5000+ (Include Funding Source)* | | TOTAL PROJECT COSTS (1) | AAA FUNDED PROJECT COSTS (2) | OTHER | |
|---|---|---|---|---|---|
| | | | | CASH | IN-KIND |
| | | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 |
| **TOTAL CAPITAL EQUIPMENT BUDGET** | | 0 | 0 | 0 | 0 |
| GRAND TOTAL BUDGET (Sections 1 - 3) | | 77,833 | 55,000 | 18,333 | 4,500 |

**SECTION 4 REVENUES**

| REVENUE SOURCES: | Total Project Funds | AAA Project Funding | Other | | Committed Funds |
|---|---|---|---|---|---|
| | | | CASH | IN-KIND | |
| **Non-Match:** | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | 0 | 0 | 0 | 0 | 0 |
| **Match:** | | | | | |
| Kinship Support Services - State Funds | 18,333 | 0 | 18,333 | 0 | 18,333 |
| In-Kind Services provided by Legal Assistar | 4,500 | 0 | 0 | 4,500 | 4,500 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | 22,833 | 0 | 18,333 | 4,500 | 22,833 |
| Title III Client Donations: | 0 | 0 | 0 | 0 | 0 |
| Title III Funds | 49,000 | 49,000 | 0 | 0 | 0 |
| County General Funds: | 6,000 | 6,000 | 0 | 0 | 0 |
| MEASURE A Funds: | 0 | 0 | 0 | 0 | 0 |
| TOTAL FUNDS: | 77,833 | 55,000 | 18,333 | 4,500 | 22,833 |

**SECTION 5 DEDUCTIVE FORMULA (Title III Funded Programs Only)**

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET: | 77,833 |
| 2.) {LESS} COUNTY GENERAL FUNDS: | 6,000 |
| 3.) {LESS} MEASURE A FUNDS: | 0 |
| 4.) {LESS} OTHER NON-MATCH FUNDS: | 0 |
| 5.) {EQUALS} TITLE III BUDGET COSTS TO BE MATCHED: | 71,833 |
| 6.) {LESS} TITLE III MATCH FUNDS: [minimum of 25% OF LINE 4] | 22,833 |
| 7.) {LESS} TITLE III CLIENT DONATIONS: | 0 |
| 8.) {EQUALS} EARNED TITLE III FUNDS: | 49,000 |
| | |
| TOTAL CONTRACT FUNDING (LINE 2 + LINE 3 + LINE 8) | 55,000 |

**Family Support Services**
**Agency Composite Budget**
**FY 22-23**

| Revenue & Expense Categories | Programs | Fund Development | General & Administrative | FY 22-23 BUDGET |
|---|---|---|---|---|
| | | | | |
| **REVENUES** | | | | |
| Alameda County | 1,600,445 | | | 1,600,445 |
| San Francisco County | 1,805,661 | | | 1,805,661 |
| City of Oakland (OFCY) | 75,000 | | | 75,000 |
| **Total Contract Revenues** | **3,481,106** | **-** | **-** | **3,481,106** |
| | | | | |
| Alameda Mental Health Service (GUS) | 291,337 | | | 291,337 |
| Regional Center of the East Bay (RCEB) | 1,046,000 | | | 1,046,000 |
| **Total Fee for Service** | **1,337,337** | **-** | **-** | **1,337,337** |
| **TOTAL PROGRAM REVENUES** | **4,818,443** | **-** | **-** | **4,818,443** |
| | | | | |
| Contributions & Grants | | 310,000 | | 310,000 |
| Donated Services & Materials | 30,000 | | | 30,000 |
| Other Revenues | | | | - |
| Investment Dividends & Interest | | | 30,000 | 30,000 |
| **Total Grants, Donations, Dividends** | **30,000** | **310,000** | **30,000** | **370,000** |
| **GRAND TOTAL REVENUES** | **4,848,443** | **310,000** | **30,000** | **5,188,443** |
| | | | | |
| **OPERATING EXPENSES** | | | | |
| Salaries | 2,049,094 | 66,857 | 589,779 | 2,705,730 |
| Respite Provider Wages | 574,419 | - | - | 574,419 |
| Taxes | 200,340 | 5,115 | 45,118 | 250,572 |
| Benefits | 457,191 | 10,283 | 104,398 | 571,872 |
| **Total Salaries & Benefits** | **3,281,043** | **82,254** | **739,296** | **4,102,593** |
| | | | | |
| Contracts & Consultant | 159,145 | 45,000 | 106,200 | 310,345 |
| Occupancy - Rent, Utilities & Maintenance | 450,818 | 14,620 | 76,264 | 541,702 |
| Operating Expense - Office, Meetings, Trainings etc | 189,460 | 18,200 | 41,100 | 248,760 |
| Travel, Mileage and Vehicle Expense | 80,261 | 130 | 17,300 | 97,691 |
| In-Kind Donation (KSHP Legal Services) | 33,375 | - | - | 33,375 |
| Depreciation | 9,236 | 450 | 12,435 | 22,121 |
| Event Expense | - | 30,000 | - | 30,000 |
| Client Related Expenses | 55,958 | 4,000 | 100 | 60,058 |
| **Total Other Expenses** | **978,254** | **112,400** | **253,399** | **1,344,052** |
| **TOTAL Operating Expenses** | **4,259,296** | **194,654** | **992,695** | **5,446,645** |
| **Allocation G&A** | 598,783 | 35,038 | (633,821) | 0 |
| **GRAND TOTAL EXPENSES** | **4,858,080** | **229,692** | **358,874** | **5,446,645** |
| *Budget Surplus/(Deficit)* | *(9,637)* | *80,308* | *(328,874)* | *(258,202)* |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/15/2022

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

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

| | |
|---|---|
| **PRODUCER**<br>Arthur J. Gallagher & Co.<br>Insurance Brokers of CA., Inc.<br>505 N Brand Blvd, Suite 600<br>Glendale CA 91203<br>License#: 0726293 | **CONTACT NAME:** Star Metry<br>**PHONE (A/C, No, Ext):** 818.539.8623 **FAX (A/C, No):** 818.539.8723<br>**E-MAIL ADDRESS:** Star_Metry@ajg.com |
| **INSURED**<br>Family Support Services<br>303 Hegenberger Road, Suite 400<br>Oakland, CA 94621<br>FAMISUP-01 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Cypress Insurance Company (CA) 12177<br>**INSURER B :** Berkley Regional Insurance Company 29580<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1207997885 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | | HHS 8586974-12 | 3/15/2022 | 3/15/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 1,000,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | HHS 8586974-12 | 3/15/2022 | 3/15/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | HHS 8586974-12 | 3/15/2022 | 3/15/2023 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 2,000,000<br>$ 2,000,000<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | FAWC318020 | 1/1/2022 | 1/1/2023 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Professional Liability | | | HHS 8586974-12 | 3/15/2022 | 3/15/2023 | Per Claim<br>Aggregate | $1,000,000<br>$3,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Coverage Information:

Policy: Abuse or Molestation Liability
Policy#: HHS 8586974-12
Carrier: Berkley Regional Insurance Company
Policy Term: 3/15/2022 To 3/15/2023
Per Claim: $1,000,000 / Aggregate: $1,000,000

See Attached...

**CERTIFICATE HOLDER**

Alameda County Social Services Agency
Attn: Contracts Office
1111 Jackson St., 1st Floor
Oakland, CA 94607

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Melissa Cruz

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AGENCY CUSTOMER ID: FAMISUP-01

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| Arthur J. Gallagher & Co. | | Family Support Services<br>303 Hegenberger Road, Suite 400<br>Oakland, CA 94621 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

County of Alameda, it's board of supervisors, the individuals members there of, and all county officers, agents, employees and representatives are named additional insured with respect to the operations of the named insured. Workers Compensation coverage is evidence only. 10 days for cancellation due to nonpayment of premium applies and 30 days for all other reasons.



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POLICY NUMBER: HHS 8586974-12

**COMMERCIAL GENERAL LIABILITY**
**CG 20 10 04 13**

Berkley Regional Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| County of Alameda, it's board of supervisors, the individuals members there of, and all county officers, agents, employees and representatives | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


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**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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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.

Last revised: 1/2015

# EXHIBIT E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Family Support Services

PRINCIPAL: Cheryl Smith TITLE: Chief Executive Officer

SIGNATURE: DocuSigned by: C50FAA381D644DE... DATE: 10/20/2022

**EXHIBIT - G**

**ADDITIONAL CONTRACT PROVISIONS**

**FEDERAL PROVISIONS**

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.R.F. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

(A) **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

(B) **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

**(C) Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such

action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering

agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

**(D) Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

**(E) Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

(1) **Clean Air Act** (42 U.S.C. 7401–7671q).

a**.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**(F) Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor

further agrees to include a provision requiring such compliance in its lower tier covered contracts.

**(G) Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

**(H) Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

**(I) Procurement of recovered materials**.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

b. Meeting Contract performance requirements; or

c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**(J) Access to Records.**

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**(K) Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

**(L) Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific FEMA or specified agency pre-approval.

**(M) Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**(N) No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

**(O) Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

**(P) Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

**(Q) Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

# EXHIBIT G - 1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, Family Support Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
C50FAA381D644DE...

Signature of Contractor's Authorized Official

10/20/2022
Date

Cheryl Smith
Name

Chief Executive Officer
Title

SAM.GOV

# Exclusion Search Results 2 Total Results

**Filter by:**

| Keyword (ALL) | Status |
|---|---|
| "Family Support Services" | Active |

## TOTAL FAMILY SUPPORT

Active

**Unique Entity ID:** L6Z3T2RX6KN4

**Excluding Agency:**
HEALTH AND HUMAN SERVICES, DEPARTMENT OF

**Activation Date:**
Mar 20, 2018

**Classification:**
Special Entity Designation

**Termination Date:**
Indefinite

## SUPPORT TRANSPORTATION, INC

Active

**Unique Entity ID:** C1UCU5T7YGJ7

**Excluding Agency:**
OFFICE OF PERSONNEL MANAGEMENT

**Activation Date:**
Jan 28, 2022

**Classification:**
Special Entity Designation

**Termination Date:**
Indefinite

SAM.GOV

# Exclusion Search Results 2 Total Results

**Filter by:**

| Keyword (ALL) | Status |
|---|---|
| "Cheryl Smith" | Active |

**Cheryl L. Smith** Active

**Unique Entity ID:**

**Excluding Agency:**
OFFICE OF PERSONNEL MANAGEMENT

**Activation Date:**
Nov 30, 1998

**Classification:**
Individual

**Termination Date:**
Indefinite

**Cheryl L. Smith** Active

**Unique Entity ID:**

**Excluding Agency:**
HEALTH AND HUMAN SERVICES, DEPARTMENT OF

**Activation Date:**
Aug 20, 1998

**Classification:**
Individual

**Termination Date:**
Indefinite

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Janette E Drew" | Active |

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** J-Sei, Inc.

**Service Category**: Family Caregiver Support Program

**Originating Staff**

**Name:** Maaza Michael **Date:** 12/20/2022

1. **AAA Supervisor Review (Delbert)**

   **Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 12/20/2022

2. **AAA Director Review (Jennifer)**

   **Signature:** DocuSigned by: Jennifer Stephen-Pierre C3ECA36ACC0F421... **Date:** 12/27/2022

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

   **Signature:** DocuSigned by: Bruce Levitch C75C3AC3226D448... **Date:** 1/10/2023

5. **Financial Analyst (Diogo)**

   **Signature:** DocuSigned by: Diogo Eustaio 5CD82AC7412E4A2... **Date:** 1/10/2023

6. **Interim Finance Director (Robert)**

   **Signature:** DocuSigned by: Robert Woolley 054B7D50DF1847B...

   **Date to SSA Director for Signature:** 1/10/2023

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| | |
|---|---|
| ALOLINK Master Contract #: **900184**<br>Supplier ID #: **28381** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888 / 6** |

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900184** ("Master Contract") made and entered into by and between **J-Sei, Inc.** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED FAMILY CAREGIVER SUPPORT PROGRAM FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $19,640.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...

Andrea Ford

Title: Social Services Agency Director

Date: 1/10/2023

**CONTRACTOR**

By: DocuSigned by: Diane Wong 9CE71B791D264C6...

Diane Wong

Title: Executive Director

Date: 12/20/2022

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **28381** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900184** Procurement Contract #: **24122** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **33950** | | | **$ 18,140** | **$ 18,140** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 1,500** | **$ 1,500** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2117-I** Contract Maximum: **$19,640**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Maaza Michael** Telephone #: **510-267-9432** QIC Code: **24551**

Contractor Name: **J-Sei Inc.**

Project Name: **Family Caregiver Support Program**

Contractor Address: **1285 66th Street, Emeryville, CA 94608**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **1**

BOS Dist. #: **5**

Contractor Telephone #: **510-654-4000** Fax #: **(510) 654-4011** E-mail (Signatory): **diane@j-sei.org**

Contractor Contact Person: **Diane Wong** E-mail (Contact): **diane@j-sei.org**

Contract Service Category: **Family Caregiver Support Program -IIIE** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$19,640** | | | | |
| Amount of Encumbrance | **$ 19,640** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | **Board Action** | **Board Action** | **Board Action** | **Board Action** |

| Funding Source Allocation: | Federal - CFDA #: **93.052** | State | County | |
|---|---|---|---|---|
| | **$18,140** | | **$ 1,500** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF387EBC493... Signature

**Andrea Ford**
Print or Type Name

Title **Social Services Agency Director** Date 1/10/2023

**CONTRACTOR**

By DocuSigned by: Diane Wong 9CE71B791D264C6... Signature

**Diane Wong**
Print or Type Name

Title **Executive Director** Date 12/20/2022

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

# EXHIBIT A

## PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **J-Sei, Inc.,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 - June 30, 2023** |
| **Type of Services** | Family Caregiver Support Program (Title IIIE, Fed. Catalog # 93.052) |

## I. PROGRAM GOALS

A. The Family Caregiver Support Program (FCSP) is defined as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to compliment the care provided by caregivers.

B. Services shall be targeted to both caregivers and care receivers throughout Alameda County, especially those caregiving needs of hard to reach or underserved populations. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure in accordance with AAA Policies and Procedures guidelines. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing

services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

    a. 30-days of the start date of this Contract,
    b. 30-days of the start date of any new employee, volunteer, or subcontractor,
    c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

    a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

## C. SERVICE OBJECTIVES

1. Services shall be available through J-Sei Inc., offices located at 1285 – 66th Street, Emeryville, CA 94608, Monday through Friday, 9:00 am - 5:00 pm.

2. Direct services shall be provided in the older person's home and by telephone.

3. Eligible caregivers and care receivers shall be those individuals newly identified as in need of service or known individuals for whom new or additional services are to be provided.

4. Services provided under this Family Caregiver Support Services agreement shall not supplant any existing services.

5. Services are available solely to non-paid caregivers, and no direct payments to eligible caregivers may be made under the terms of this contract.

## D. MIS UNITS OF SERVICE

1. Contractor shall provide the following units of service during this contract period in a manner that distributes them reasonably in all four geographic areas, and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older as follows:

| | |
|---|---|
| a. Aged 75 and older | 28 % |
| b. Low-Income (Greatest Economic Need) | 25 % |
| c. Minority | 52 % |

3. Contractor shall provide Family Caregiver Support services to a minimum of sixty-six (66) New Caregivers (Unduplicated Clients) during the annual contract period.

4. Contractor shall provide a minimum of three hundred fifty-eight (358) Caregiver Support Group services during the annual contract period.

5. Contractor shall provide a minimum of one hundred thirty-three (133) Caregiver Training services during the annual contract period.

| NUMBER UNDUPLICATED INDIVIDUALS TO BE SERVED ANNUALLY | SUPPORT SERVICE CATEGORY | SERVICE UNIT NAME | NUMBER OF UNITS TO BE PROVIDED | |
|---|---|---|---|---|
| | | | ANNUALLY (12 months) | MONTHLY (approx) |
| | | | | |
| 66 | **Support Services** | Caregiver Support Group | 358 | 30 |
| | | Caregiver Training | 133 | 11 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title III-E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA 5302(3)]

2. **A Family Caregiver** is defined in Title III, Part A, Sections 302(3) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. "Family Caregiver" is used interchangeably with "informal caregiver". "Informal" means that the care is not provided as part of a public or private formal service program.

   A Family Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.

   Older parents providing care to their adult child with disabilities can be served in FCSP if the adult child is 60 years of age or older.

   The broader term "Caregiver" as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

3. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part

A Section 302(3); Title I, Section 102(40)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 8 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (22), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, walking, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.

4. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA.

   a. Lives with a child;
   b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
   c. Has legal relationship with child, such as legal custody or guardianship, or is raising the child informally.
   d. In addition to the above a grandparent or older relative caregiver that has adopted the child remains eligible to receive support services under this portion of FCSP.

5. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(a)(1) of the OAA as an individual who is not more than 18 years of age.

6. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in three (3) or more of the following areas of major life activity:

   a. Self-care,
   b. Receptive and expressive language,
   c. Learning,
   d. Mobility,
   e. Self-direction,
   f. Capacity for Independent Living,
   g. Economic self-sufficiency,
   h. Cognitive functioning, and
   i. Emotional adjustment.

7. **Title III-E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers,

potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers.

In accordance with Title III, Part E, Section 373(e)(1), the Department has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

The following apply to the Respite Care or Supplemental Services (5) categories above:

a. "**Respite Care**" means the provision of temporary, substitute supports or living arrangements for care receivers and may be provided (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).

b. **"Temporarily"** means a brief period of relief or rest from a caregivers responsibilities during a limited time period, and could be provided on the following basis:
   (1) Intermittent—Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break;
   Occasional—Time off for the caregiver to attend a special event;
   (2) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.

c. **Title III-E funds cannot be used to support the following activities:**
   (1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
   (2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly;
   (3) To supplement the service unit cost of "a participant day" at an adult day care program.

d. **Title III-E Supplemental Funds cannot be used to support the following activities:**
   (1) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
   (2) Providing ongoing assistance to a care receiver living alone;

(3) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
(4) One-time, end-of-the-year assistance without an identified individual caregiver need.

8. **New Caregiver/Care Receiver**
In addition to the definition of eligible Caregiver and Care Receiver above, "**new**" shall be defined as individuals who receive services through the terms of this contract as of July of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Caregiver/Care Receiver receiving services related to this program is counted only once during the contract year.

9. **Outreach**
Interventions initiated by an agency or organization for the purpose of identifying potential caregivers and encouraging their use of the existing services and benefits.

10. **Low-Income (Greatest Economic Need)**
Having a monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

11. **Caregiver Assessment**
Caregiver Assessment means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]

## F. SERVICE CATEGORY SPECIFICATIONS

1. **INFORMATION SERVICES**
**Information Services** means the provision of public information on caregiving and/or community education on caregiving, including information about available services.

a. **Public Information on Caregiving** means an Information Service designed to provide information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems. (e.g., quarterly newsletter)
**Unit of Measurement: one activity**

b. **Community Education on Caregiving** means an Information Service designed to educate groups of current or potential caregivers and those who may provide them with assistance about available FCSP and other caregiver support resources and services. (e.g., booth at health fair)

**Unit of Measurement: one activity**

2. **ACCESS ASSISTANCE**

**Access Assistance (for the Elderly and Child)** means the provision of caregiver outreach, caregiver information and assistance, and caregiver interpretation/translation services in order to link caregivers to the opportunities and services that are available.

a. **Caregiver Outreach** means an Access Assistance service involving interventions (one-on-one contacts with individuals) initiated by an agency or provider for the purpose of identifying caregivers and encouraging their use of existing caregiver support services.

**Unit of Measurement: one contact**

b. **Caregiver Information and Assistance** means an Access Assistance service that provides caregivers with information on services available within the community, including information related to assistive technology and information particularly for older individuals at risk of institutional placement; Links caregivers to the services and opportunities that are available within the community; and to the maximum extent practicable, establishes adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).

**Unit of Measurement: one contact**

c. **Caregiver Interpretation/Translation:** means an Access Assistance service for the provision of bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities. (e.g., staff interpreting dialogue between caregiver and care consultant staff translating an elder's prescription drug label for his caregiver.)

**Unit of Measurement: one contact**

3. **SUPPORT SERVICES**

**Support Services** means the provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and (if necessary) caregiver case management.

a. **Caregiver Assessment for the Elderly** means a *Support Service* conducted by persons trained & experienced in the skills required to deliver the service that should result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their:
   (1) Willingness to provide care;
   (2) Duration and care frequency preferences;
   (3) Caregiving abilities;
   (4) Physical health, psychological, social support, and training needs; (5) Financial resources relative for caregiving; and

(6) Strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system.

**Unit of Measurement: one hour**

b. **Caregiver Assessment for the Child** means a Support Service provided to a caregiver by a person appropriately trained the level of counseling service, which may range from guidance with caregiving responsibilities to therapy for stress, depression, and loss; and:
   (1) May involve his or her informal support system;
   (2) May be individual direct sessions and/or telephone consultations; and
   (3) May address caregiving-related financial and long-term care placement responsibilities. **Unit of Measurement: one hour**

c. **Caregiver Counseling** means a Support Service provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of counseling service, which may range from guidance with the responsibilities of the caregiving role to therapy for stress, depression and loss; and:
   (1) May involve his or her informal support system; and
   (2) May be individual direct sessions and/or telephone consultations.
   (3) May address care-giving related financial and long-term care placement responsibilities. **Unit of Measurement: one hour**

d. **Caregiver Peer Counseling** means a Support Service provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place

**Unit of Measurement: one hour**

e. **Caregiver Support Group** means a Supportive Service provided to a group of 3-12 caregivers that is led by a competent facilitator; conducted at least monthly within a supportive setting or via a controlled access, moderated online or teleconference approach; for the purpose of sharing experiences and ideas to ease the stress of caregiving and enhancing decision making and problem solving related to their caregiving responsibilities.

**Unit of Measurement: one hour**

f. **Caregiver Training** means a Supportive Service consisting of workshops or one-on-one individually tailored sessions, conducted either in person or electronically by a skilled trainer, to assist caregivers in developing the skills and gaining the knowledge necessary to meet and enhance their caregiving roles; and shall address the areas of health, nutrition, and financial literacy.

**Unit of Measurement: one hour**

g. **Case Management** means a Support Service provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or

temporary severe stress and/or depression.

**Unit of Measurement: one hour**

4. **RESPITE CARE**

**Respite Care** means a brief period of relief or rest from caregiving responsibilities, and is provided to caregivers on an intermittent, occasional, or emergency basis in a manner that responds to the individual needs and preferences of the caregivers and their care receivers, rather than a pre-established set amount offered on a "first come, first served" waiting list basis.

**Respite Care** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child.

a. **Respite In-Home Supervision** means Temporary Respite Care that includes the provision of care receiver day and/or overnight supervision and friendly visiting by an appropriately skilled provider or a volunteer in order to prevent wandering and health or safety incidents.

**Unit of Measurement: one hour**

b. **Respite Homemaker Assistance** means Temporary Respite Care that includes the provision of care receiver assistance with meal preparation, medication management, using the phone, and/or light housework (along with care receiver supervision) by an appropriately skilled provider or volunteer.

**Unit of Measurement: one hour**

c. **Respite In-Home Personal Care** means Temporary Respite Care that includes the provision of care receiver assistance with eating, bathing, toileting, transferring, and/or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.

**Unit of Measurement: one hour**

d. **Respite Home Chore** means Temporary Respite Care that includes an appropriately skilled provider or volunteer assisting a caregiver with heavy housework, yard work, and/or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities.

**Unit of Measurement: one hour**

e. **Respite Out of Home Day** means Temporary Respite Care where the care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes assess to social and recreational activities.

**Unit of Measurement: one hour**

f. **Respite Out of Home Overnight** means Temporary Respite Care where the care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care.

**Unit of Measurement: one hour**

5. **SUPPLEMENTAL SERVICES**

**Supplemental Services** means caregiver-centered assistance offered on a limited basis to support and strengthen the caregiving efforts.

**Supplemental Services** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child. Supplemental services should be provided in coordination with an assessment by a trained professional, and eligible individuals will be encouraged to participate in supplemental services.

a. **Assistive Devices for Caregiving** means a Supplemental Service involving the purchase, rental and/or service fee of any equipment or product system (ranging from a lift chair or bathtub transfer bench to an electronic pill dispenser or emergency alert fall prevention device) in order to facilitate and fulfill caregiving responsibilities.

**Unit of Measurement: 1 device for one client equals one occurrence**

b. **Home Adaptations for Caregiving** means a Supplemental Service that makes any minor or major physical change to the home in order to facilitate and enhance the caregiving role (ranging from installation of grab bars or replacement of door handles to construction of an entrance ramp or roll-in shower) in order to fulfill caregiver responsibilities.

**Unit of Measurement: 1 modification to one home equals one occurrence**

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

1. **Supportive Services**

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

B. **NON-COMPLIANCE: STAGES OF SANCTIONS**

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective

action(s) required; allowable obligations and expenditures; appeal procedure; and related information.

c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) work day after the monthly invoice, activity report, other required reports are due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.
d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.
e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.
f. Lifting - The suspension of reimbursements phase shall be lifted when:

(1) The contractor has adequately demonstrated corrective action, or
(2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with

Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N**. INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all

contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

## O. LOBBYING CERTIFICATION

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities" (Attachment C) in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

   a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
   b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

   a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
   b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

   a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit requirements.
   b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

   a. Albany Senior Center
      846 Masonic
      Albany, CA 94706
      510-524-9122
   b. Oakland Department on Aging
      200 Grand Avenue
      Oakland, CA 94610
      510-238-3284
   c. J-Sei, Inc.
      1285 66th St.
      Emeryville, CA 94608
      510-654-4000
   d. North Berkeley Senior Center
      1901 Hearst St.
      Berkeley, CA 94710
      510-981-5190
   e. South Berkeley Senior Center
      2939 Ellis St.
      Berkeley, CA 94703
      510-981-5170
   f. Emeryville Senior Center
      4321 Salem St.
      Emeryville, CA 94608
      510-596-3730
   g. Fruitvale San Antonio Senior Center
      3301 E. 12th Street, Suite 201
      Oakland, CA 94601
      510-535-6123
   h. Mastick Senior Center

1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

a. Dublin Senior Center
7600 Amador Valley Blvd.
Dublin, CA 94568
925-556-4511

b. Pleasanton Department of Parks and Community Services
5353 Sunol Blvd.
Pleasanton, CA 94566
925-931-5365

c. Livermore Senior Services Center
4444 East Avenue
Livermore, CA 94550
925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

V. **UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

W. **PRIORITY HIRING CONSIDERATIONS**

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

X. **PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS**

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

Y. **SAME-SEX MARRIAGE**

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar

formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.21l (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20)

calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to

the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |

| | |
|---|---|
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known***:** 4c | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known***:** |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | **Signature:** _____<br><br>**Print Name:** _____<br><br>**Title:** _____<br><br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

**EXHIBIT B-1**

**ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET**

Contractor: J-Sei, Inc. Contract Term: 07/01/2022 - 06/30/2023

MIS Program**: Family Caregiver Support Program**

| SECTION 1 SALARIES AND EMPLOYEE BENEFITS | | | | |
|---|---|---|---|---|
| **1.1 PAID STAFF (FTE = __ hrs/wk)** | **TOTAL PROJECT** | **AAA FUNDED** | **OTHER** | |
| **List # pos., %FTE, wages** | **BUDGET (1)** | **PROJECT BUDGET (2)** | **CASH (3)** | **IN-KIND (4)** |
| Education Coord. - 28% of $47,500 | 17,240 | 17,240 | 0 | 0 |
| Executive Director 2% of $136,000 FTE | 3,100 | 2,400 | 700 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal** | **20,340** | **19,640** | **700** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | |
| FICA | 1,642 | 0 | 1,642 | 0 |
| SUI | 216 | 0 | 216 | 0 |
| SDI | 65 | 0 | 65 | 0 |
| Health Insurance | 0 | 0 | 0 | 0 |
| Workers' Comp. | 620 | 0 | 620 | 0 |
| Retirement | 0 | 0 | 0 | 0 |
| Life Insurance | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal** | **2,543** | **0** | **2,543** | **0** |
| **1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)** | | | | |
| Support Group Leader and Instructors 52 hours at $40/hour | 2,080 | 0 | 0 | 2,080 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtota** | **2,080** | **0** | **0** | **2,080** |
| **TOTAL SALARY/BENEFIT BUDGET (Sections 1.1, 1.2, 1.3)** | **24,963** | **19,640** | **3,243** | **2,080** |

::

## SECTION 2 SERVICES AND SUPPLIES

| 2.1 TRAVEL AND TRAINING | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER CASH (3) | OTHER IN-KIND (4) |
|---|---|---|---|---|
| Staff Travel: 253 Miles x Rate .625 | 158 | 0 | 158 | 0 |
| Conferences/Conventions | 87 | 0 | 87 | 0 |
| Staff Training | 68 | 0 | 68 | 0 |
| Vol.Travel: ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| **Subtotal** | **313** | **0** | **313** | **0** |
| **2.2 OCCUPANCY** | | | | |
| Rent or Mortgage | 0 | 0 | 0 | 0 |
| Telephone | 0 | 0 | 0 | 0 |
| Utilities | 50 | 0 | 50 | 0 |
| Janitorial/Maintenance | 0 | 0 | 0 | 0 |
| General Liability Ins. | 0 | 0 | 0 | 0 |
| **Subtotal** | **50** | **0** | **50** | **0** |
| **2.3 OTHER BUDGET COSTS** | | | | |
| Supplies/Postage | 2,850 | 0 | 2,850 | 0 |
| Minor Equip. (Each Item Under $5,000) | 20 | 0 | 20 | 0 |
| Printing/Copying | 419 | 0 | 419 | 0 |
| Equipment Maintenance | 0 | 0 | 0 | 0 |
| Bookkeeping Services/Audit Costs | 0 | 0 | 0 | 0 |
| Membership/Dues/Subscrip. | 0 | 0 | 0 | 0 |
| Other: | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal** | **3,289** | **0** | **3,289** | **0** |
| **2.4 VEHICLE BUDGET** | | | | |
| Gas/Oil ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| Maintenance/Repairs | 0 | 0 | 0 | 0 |
| Vehicle Insurance | 0 | 0 | 0 | 0 |
| Other: | 0 | 0 | 0 | 0 |
| **Subtotal** | **0** | **0** | **0** | **0** |
| **TOTAL SERVICES/SUPPLIES BUDGET** | **3,652** | **0** | **3,652** | **0** |

## SECTION 3 CAPITAL EQUIPMENT

| Capital Equipment *List Items Costing $5,000+ (Include Funding Source)* | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER CASH (3) | OTHER IN-KIND (4) |
|---|---|---|---|---|
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **TOTAL CAPITAL EQUIPMENT BUDGET** | **0** | **0** | **0** | **0** |
| **GRAND TOTAL BUDGET (Sections 1 - 3)** | **28,615** | **19,640** | **6,895** | **2,080** |

## SECTION 4 REVENUES

| REVENUE SOURCES | Total Project Funds | AAA Project Funding | Other CASH | Other IN-KIND | Committed Funds |
|---|---|---|---|---|---|
| **Non-Match:** | 0 | 0 | 0 | 0 | 0 |
| SAFE | 0 | 0 | 0 | 0 | 3,420 |
| Volunteers | 2,080 | 0 | 0 | 2,080 | 2,080 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal** | **2,080** | **0** | **0** | **2,080** | **5,500** |
| **Match:** | 0 | 0 | 0 | 0 | 0 |
| SAFE | 6,695 | 0 | 6,695 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal** | **6,695** | **0** | **6,695** | **0** | **0** |
| Title III Client Donations (if applicable) | 200 | 0 | 200 | 0 | 200 |
| Title III Funds | 18,140 | 18,140 | 0 | 0 | 18,140 |
| County General Funds (if applicable): | 1,500 | 1,500 | 0 | 0 | 1,500 |
| Measure A funds | 0 | 0 | 0 | 0 | 0 |
| **TOTAL FUNDS** | **28,615** | **19,640** | **6,895** | **2,080** | **25,340** |

## SECTION 5 DEDUCTIVE FORMULA (Title III Funded Programs Only)

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET | 28,615 |
| 2.) {LESS} COUNTY GENERAL FUNDS | 1,500 |
| 3.) {LESS} OTHER NON-MATCH FUNDS | 2,080 |
| 4.) {EQUALS} TITLE III BUDGET COSTS TO BE MATCHED | 25,035 |
| 5.) {LESS} TITLE III MATCH FUNDS [minimum of 25% OF LINE 4] | 6,695 |
| 6.) {LESS} TITLE III CLIENT DONATIONS | 200 |
| 7.) {EQUALS} EARNED TITLE III FUNDS | 18,140 |
| **8.) TOTAL CONTRACT FUNDING (LINE 2+7)** | **19,640** |

2:29 PM
08/18/22
Accrual Basis

# J-Sei, Inc.
## Profit & Loss Budget Overview
### July 2022 through June 2023

| | | Jul '22 - Jun 23 |
|---|---|---|
| **Ordinary Income/Expense** | | |
| **Income** | | |
| **Contributions Income** | | |
| **Campaign (indirect support)** | 14,380.00 | |
| **Donation (direct support)** | | |
| **Sponsorships** | 45,000.00 | |
| **Donation (direct support) - Other** | 175,060.00 | |
| **Total Donation (direct support)** | | 220,060.00 |
| **Foundation Grants** | | |
| **Scan Foundation** | 15,000.00 | |
| **ACMOW** | 100,000.00 | |
| **Asian Pacific Fund** | 35,000.00 | |
| **Berkeley Pilgrimage Foundation** | 20,000.00 | |
| **East Bay Foundation on Aging** | 30,000.00 | |
| **Japanese Amer. Community** | 25,000.00 | |
| **Sr. Assist. Foundation Eastbay** | 120,000.00 | |
| **Union Bank** | 7,500.00 | |
| **Total Foundation Grants** | | 352,500.00 |
| **Government Grants** | | |
| **AAA** | 261,172.00 | |
| **City of Berkeley** | 9,110.00 | |
| **Contra Costa County** | 150,000.00 | |
| **Government Grants - Other** | 12,607.00 | |
| **Total Government Grants** | | 432,889.00 |
| **Total Contributions Income** | | 1,019,829.00 |
| **Fundraising** | | |
| **CCS** | 23,000.00 | |
| **Listings** | 6,000.00 | |
| **Fundraising - Other** | 174,506.00 | |
| **Total Fundraising** | | 203,506.00 |
| **Investment income** | | |
| **EIT Income** | 8,064.00 | |
| **Interest Income** | 419.00 | |
| **Investment Income Wells Fargo** | 101,193.00 | |
| **Total Investment income** | | 109,676.00 |

# J-Sei, Inc.
## Profit & Loss Budget Overview
### July 2022 through June 2023

| | Jul '22 - Jun 23 |
|---|---|
| Program Fees | 155,712.00 |
| Rent | 48,000.00 |
| Total Income | 1,536,723.00 |
| Gross Profit | 1,536,723.00 |
| Expense | |
| Occupancy | |
| Communications | |
| Internet & Website | 2,454.00 |
| Telephone & Fax | 4,664.00 |
| Total Communications | 7,118.00 |
| Insurance | |
| Auto | 4,464.00 |
| Commercial Package | 8,431.00 |
| D&O/E&O | 6,435.00 |
| General Liability | 8,173.00 |
| Insurance - Other | 1,314.00 |
| Total Insurance | 28,817.00 |
| Rent | |
| Event locations | 9,693.00 |
| Parking | 450.00 |
| Total Rent | 10,143.00 |
| Repairs & Maintenance | |
| Building Repairs | 16,689.00 |
| Equipment Repairs | 5,349.00 |
| Janitorial and Gardening | 11,240.00 |
| Total Repairs & Maintenance | 33,278.00 |
| Utilities | |
| Gas and Electric | 29,516.00 |
| Waste Removal | 2,015.00 |
| Water | 6,561.00 |
| Total Utilities | 38,092.00 |
| Total Occupancy | 117,448.00 |

# J-Sei, Inc.
## Profit & Loss Budget Overview
### July 2022 through June 2023

| | Jul '22 - Jun 23 | |
|---|---|---|
| **Other operating expense** | | |
| **Ads & marketing** | | 1,913.00 |
| **Bank & Payroll Charges** | | 10,069.00 |
| **Dues and Subscriptions** | | 3,229.00 |
| **Equipment** | | 8,080.00 |
| **Equipment Rental** | | 3,192.00 |
| **Gifts and Donations** | | 5,867.00 |
| **Licenses and Permits** | | 2,328.00 |
| **On-line fundraising fees** | | 2,192.00 |
| **Other fundraising expense** | | 36,296.00 |
| **Outside Service** | | |
| **Background checks** | 934.00 | |
| **Event planner** | 17,000.00 | |
| **Instructors and speakers** | 25,333.00 | |
| **Total Outside Service** | | 43,267.00 |
| **Postage and Delivery** | | 9,380.00 |
| **Printing and Reproduction** | | 20,677.00 |
| **Program Expense** | | |
| **Food Pantry** | 455.00 | |
| **Senior Lunches** | 148,521.00 | |
| **Program Expense - Other** | 450.00 | |
| **Total Program Expense** | | 149,426.00 |
| **Security** | | 5,675.00 |
| **Supplies** | | |
| **Minor equip, SW & furniture** | 2,618.00 | |
| **Office Supplies** | 8,881.00 | |
| **Program supplies** | 43,435.00 | |
| **Total Supplies** | | 54,934.00 |
| **Taxes** | | |
| **Property** | 16,506.00 | |
| **Total Taxes** | | 16,506.00 |
| **Total Other operating expense** | | 373,031.00 |
| **Personnel Related** | | |
| **Employer taxes** | | 73,044.00 |
| **Medical** | | 72,164.00 |
| **Salaries** | | 836,949.00 |
| **Work Comp** | | 5,231.00 |
| **Total Personnel Related** | | 987,388.00 |

# J-Sei, Inc.
## Profit & Loss Budget Overview
### July 2022 through June 2023

| | Jul '22 - Jun 23 |
|---|---|
| Professional Fees | |
| Accountant | 19,673.00 |
| Accounting | 20,000.00 |
| Business Practices & other | 3,487.00 |
| Development Consultant | 7,600.00 |
| IT | 15,674.00 |
| PR, Media, Web | 5,138.00 |
| Translation | 542.00 |
| Professional Fees - Other | 350.00 |
| Total Professional Fees | 72,464.00 |
| Travel and Entertainment | |
| Meals & Entertainment | 2,640.00 |
| Training | 1,871.00 |
| Travel | 8,634.00 |
| Volunteer recognition | 6,697.00 |
| Total Travel and Entertainment | 19,842.00 |
| Total Expense | 1,570,173.00 |
| Net Ordinary Income | -33,450.00 |
| Other Income/Expense | |
| Other Income | |
| Investment (Expense) | -4,628.00 |
| Total Other Income | -4,628.00 |
| Other Expense | |
| Depreciation | 88,497.00 |
| Total Other Expense | 88,497.00 |
| Net Other Income | -93,125.00 |
| **Net Income** | **-126,575.00** |

# EXHIBIT C
# INSURANCE REQUIREMENTS

## 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 minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

| | TYPE OF INSURANCE COVERAGES | MINIMUM LIMITS |
|---|---|---|
| A | **Commercial General Liability**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| B | **Commercial or Business Automobile Liability**<br>All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)<br>Any Auto or Hired and Non-Owned Autos<br>Bodily Injury and Property Damage |
| C | **Workers' Compensation (WC) and Employers Liability (EL)**<br>As required by State of California | WC: Statutory Limits<br>EL: No less than $1,000,000 per accident for bodily injury or disease |

**D** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. 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. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by 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. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
6. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
7. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

J-SEINC-01 SGONZALEZ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2022

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

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

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services Inc.<br>3000 Executive Parkway<br>Suite 300<br>San Ramon, CA 94583 | CONTACT NAME: Alvaro Sapiz<br>PHONE (A/C, No, Ext): (925) 415-1104 FAX (A/C, No): (951) 231-2572<br>E-MAIL ADDRESS: cal.cpu@hubinternational.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Nonprofits' Insurance Alliance of California, Inc — 01184 |
| INSURED<br>J-Sei, Inc.<br>1285 66th Street Unit 8<br>Emeryville, CA 94608 | INSURER B : Service American Indemnity Company — 39152 |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | X | | 202229671NPO | 5/9/2022 | 5/9/2023 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | [ ] OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 5,000,000 |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | 202229671UMB | 5/9/2022 | 5/9/2023 | AGGREGATE | $ 5,000,000 |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | X PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | N / A | | SATIS0010402 | 7/1/2022 | 7/1/2023 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Prof Liability & | | | 202229671NPO | 5/9/2022 | 5/9/2023 | Occ $1,000,000 Agg | 2,000,000 |
| A | Improp Sexual Conduc | | | 202229671NPO | 5/9/2022 | 5/9/2023 | Ded: $10,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Cyber/Private/Network Security Liability – limit $1,000,000 – deductible $2,500 – claims made – carrier is Evanston Insurance Company policy# DBBW000311.**

**Alameda County Dept of Social Service, City of Berkeley is Additional Insured with regard to General Liability when required by written contract, per the attached endorsement CG2026 12/19.**

**CERTIFICATE HOLDER**

Alameda County Dept of Social Service
2000 San Pablo Ave 4th Floor
Oakland, CA 94612

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**1.** In the performance of your ongoing operations; or

**2.** In connection with your premises owned by or rented to you.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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J-SEINC-01 SGONZALEZ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2022

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

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

PRODUCER License # 0757776
HUB International Insurance Services Inc.
3000 Executive Parkway
Suite 300
San Ramon, CA 94583

CONTACT NAME: Alvaro Sapiz
PHONE (A/C, No, Ext): (925) 415-1104 FAX (A/C, No): (951) 231-2572
E-MAIL ADDRESS: cal.cpu@hubinternational.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Nonprofits' Insurance Alliance of California, Inc | 01184 |
| INSURER B : Service American Indemnity Company | 39152 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
J-Sei, Inc.
1285 66th Street Unit 8
Emeryville, CA 94608

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | X | | 202229671NPO | 5/9/2022 | 5/9/2023 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | [ ] OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 5,000,000 |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | 202229671UMB | 5/9/2022 | 5/9/2023 | AGGREGATE | $ 5,000,000 |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | X PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | N / A | | SATIS0010402 | 7/1/2022 | 7/1/2023 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Prof Liability & | | | 202229671NPO | 5/9/2022 | 5/9/2023 | Occ $1,000,000 Agg | 2,000,000 |
| A | Improp Sexual Conduc | | | 202229671NPO | 5/9/2022 | 5/9/2023 | Ded: $10,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cyber/Private/Network Security Liability – limit $1,000,000 – deductible $2,500 – claims made – carrier is Evanston Insurance Company policy# DBBW000311.

*Complete Certificate Holders: County of Alameda, its Board of Supervisors, the Individual Members thereof, and all County officers, Agents, employees, Volunteers, and representatives

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are Additional Insured with regard to General Liability when required by written contract, per the attached endorsement CG2026 12/19.

**CERTIFICATE HOLDER**

County of Alameda, its Board of Supervisors,the Individual Contracts Office
*Complete Names: See Description of Operations
2000 San Pablo Ave 4th Floor
Oakland, CA 94612

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE


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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. | All insured premises and operations. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**1.** Your acts or omissions; or
**2.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:
**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

**1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or


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**2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2**. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**1.** In the performance of your ongoing operations; or

**2.** In connection with your premises owned by or rented to you.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/7/2022

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Arthur J. Gallagher & Co.<br>Insurance Brokers of CA, Inc. LIC #0726293<br>595 Market Street, Suite 2100<br>San Francisco CA 94105 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : NonProfits' United Ins Vehicle Pool | |
| INSURED<br>J-Sei (1944)<br>1285 66th Street<br>Emeryville, CA 94608 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 1399192234 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY** | | | | | | EACH OCCURRENCE | $ |
| | [ ] CLAIMS-MADE [ ] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | [ ] OTHER: | | | | | | | $ |
| A | **AUTOMOBILE LIABILITY** | Y | | NPU1000-22 | 7/1/2022 | 7/1/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 5,000,000 |
| | [X] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | **UMBRELLA LIAB** [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | **EXCESS LIAB** [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Any Auto means any covered auto under the NPU Vehicle Insurance Program.

ADDITIONAL INSURED(S): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives

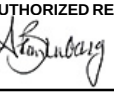
**CERTIFICATE HOLDER**

County of Alameda, Its Board of Supervisors, the individual Members thereof, and all County officers
Agents, employees, volunteers, and representatives
Contract Office
2000 San Pablo Ave.
Oakland CA 94612

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## NonProfits' United Vehicle Insurance Pool

Automobile Liability Coverage

# ADDITIONAL COVERED PARTY ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**The "Who is an Insured" section of your Automobile Liability Insurance is changed by adding the following:**

Who is covered includes any person or organization from whom you have leased an auto, from which you have received funding for your operations, or for who you provide services. These persons or organization are protected, if they require to be named, and you agree to name them, as an additional insured, if indicated on the attached Certificate of Coverage, but only with respect to liability arising out of the ownership, use, maintenance, loading or unloading of a covered auto.

**Cancellation:**
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named on the certificate, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Premium Payments:**
Those persons or organizations are not responsible for paying premiums for your coverage.

| | |
|---|---|
| Insured: | As shown on the Certificate of Insurance attached. |
| Policy Number: | NPU1000-22 |
| Effective Date: | July 1, 2022 to July 1, 2023 (or otherwise indicated) |
| Authorized Representative: | |

# 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 E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: J-Sei, Inc.

PRINCIPAL: Diane Wong TITLE: Executive Director

SIGNATURE: DocuSigned by: Diane Wong 9CE71B791D264C6... DATE: 12/20/2022

# EXHIBIT G

# ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

C. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

E. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials**.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

    a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

    b. Meeting Contract performance requirements; or

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

(a) Are *not used* as a substantial or essential component of any system; and

(b) Are *not used* as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II**.** **Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ''Anti-Kickback'' Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland ''Anti-Kickback'' Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# EXHIBIT G-1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, J-Sei Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Diane Wong
Signature: 2A6...

Signature of Contractor's Authorized Official

12/20/2022
Date

Diane Wong
Name

Executive Director
Title

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "J-Sei Inc." | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Diane Wong" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Pam Honda" | Active |

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name**: Spectrum Community Services

**Service Category:** Family Caregiver Support Program

**Originating Staff**

**Name:** Maaza Michael **Date:** 12/6/2022

1. **AAA Supervisor Review (Delbert)**

**Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 12/7/2022

2. **AAA Director Review (Jennifer)**

**Signature:** DocuSigned by: Jennifer Stephen-Pierre C3ECA36ACC0F421... **Date:** 12/23/2022

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

**Signature:** DocuSigned by: Bruce Levitch C75C3AC3226D448... **Date:** 1/10/2023

5. **Financial Analyst (Diogo)**

**Signature:** DocuSigned by: Diogo Euschio 5CD82AC7412E4A2... **Date:** 1/10/2023

6. **Interim Finance Director (Robert)**

**Signature:** DocuSigned by: Robert Woolley 054B7D50DF1947B...

**Date to SSA Director for Signature:** 1/10/2023

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| | |
|---|---|
| ALOLINK Master Contract #: **900211**<br>Supplier ID #: **27541** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888 / 6** |

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900211** ("Master Contract") made and entered into by and between **Spectrum Community Services** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED FAMILY CAREGIVER SUPPORT PROGRAM SERVICES FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $10,000.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...
Andrea Ford

Title: Interim Agency Director

Date: 1/10/2023

**CONTRACTOR**

By: DocuSigned by: A129288DCE4244B...
Lara Calvert

Title: Executive Director

Date: 10/28/2022

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **27541** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900211** Procurement Contract #: **24157** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **33950** | | | **$ 9,112** | **$ 9,112** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 888** | **$ 888** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2117-L** Contract Maximum: **$10,000**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Maaza Michael** Telephone #: **(510) 577-3533** QIC Code: **24551**

Contractor Name: **Spectrum Community Services**

Project Name: **Family Caregiver Support Program - Title IIIE**

Contractor Address: **2621 Barrington Court, Hayward, CA 94545-1100**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **2**

BOS Dist. #: **2**

Contractor Telephone #: **(510) 881-0300** Fax #: **(510) 537-3340** E-mail (Signatory): **lcalvert@spectrumcs.org**

Contractor Contact Person: **Lara Calvert** E-mail (Contact): **lcalvert@spectrumcs.org**

Contract Service Category: **Family Caregiver Support Program - Title IIIE** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$10,000** | | | | |
| Amount of Encumbrance | **$ 10,000** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | | | | |

| Funding Source Allocation: | Federal - CFDA #: **93.045** | State | County | **Measure A** |
|---|---|---|---|---|
| | **$9,112** | | **$ 888** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF387EBC493... Signature

**Andrea Ford**
Print or Type Name

Title **Interim Agency Director** Date 1/10/2023

**CONTRACTOR**

By DocuSigned by: A129288DCE4244B... Signature

**Lara Calvert**
Print or Type Name

Title **Executive Director** Date 10/28/2022

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

# EXHIBIT A

## PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **Spectrum Community Services,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 - June 30, 2023** |
| **Type of Services** | Family Caregiver Support Program (Title IIIE, Fed. Catalog # 93.052) |

## I. PROGRAM GOALS

A. The Family Caregiver Support Program (FCSP) is defined as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to compliment the care provided by caregivers.

B. Services shall be targeted to both caregivers and care receivers throughout Alameda County, especially those caregiving needs of hard to reach or underserved populations. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and

backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure in accordance with AAA Policies and Procedures guidelines. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

    a. 30-days of the start date of this Contract,
    b. 30-days of the start date of any new employee, volunteer, or subcontractor,
    c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

    a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is

protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

## C. SERVICE OBJECTIVES

1. Services shall be available through Spectrum Community Services., offices located at 2621 Barrington Court, Hayward, CA 94545, Monday through Friday, 9:00 am - 5:00 pm.

2. Direct services shall be provided in the older person's home and by telephone.

3. Eligible caregivers and care receivers shall be those individuals newly identified as in need of service or known individuals for whom new or additional services are to be provided.

4. Services provided under this Family Caregiver Support Services agreement shall not supplant any existing services.

5. Services are available solely to non-paid caregivers, and no direct payments to eligible caregivers may be made under the terms of this contract.

## D. MIS UNITS OF SERVICE

1. Contractor shall provide the following units of service during this contract period in a manner that distributes them reasonably in all four geographic areas, and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older as follows:

| | |
|---|---|
| a. Aged 75 and older | 28 % |
| b. Low-Income (Greatest Economic Need) | 25 % |
| c. Minority | 52 % |

3. Contractor shall provide Family Caregiver Support services to a minimum of fifteen (15) New Caregivers (Unduplicated Clients) during the annual contract period.

4. Contractor shall provide a minimum of fifteen (15) Home Adaptation for Caregiver services during the annual contract period.

| NUMBER UNDUPLICATED INDIVIDUALS TO BE SERVED ANNUALLY | SUPPORT SERVICE CATEGORY | SERVICE UNIT NAME | NUMBER OF UNITS TO BE PROVIDED | |
|---|---|---|---|---|
| | | | ANNUALLY (12 months) | MONTHLY (approx) |
| | | | | |
| 15 | **Supplemental Services** | Home Adaptation for Caregiver | 15 | 1 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title III-E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA 5302(3)]

2. **A Family Caregiver** is defined in Title III, Part A, Sections 302(3) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. "Family Caregiver" is used interchangeably with "informal caregiver". "Informal" means that the care is not provided as part of a public or private formal service program.

   A Family Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.

   Older parents providing care to their adult child with disabilities can be served in FCSP if the adult child is 60 years of age or older.

   The broader term "Caregiver" as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

3. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part A Section 302(3); Title I, Section 102(40)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 8 of this

section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (22), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, walking, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.

4. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA.

    a. Lives with a child;
    b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
    c. Has legal relationship with child, such as legal custody or guardianship, or is raising the child informally.
    d. In addition to the above a grandparent or older relative caregiver that has adopted the child remains eligible to receive support services under this portion of FCSP.

5. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(a)(1) of the OAA as an individual who is not more than 18 years of age.

6. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in three (3) or more of the following areas of major life activity:

    a. Self-care,
    b. Receptive and expressive language,
    c. Learning,
    d. Mobility,
    e. Self-direction,
    f. Capacity for Independent Living,
    g. Economic self-sufficiency,
    h. Cognitive functioning, and
    i. Emotional adjustment.

7. **Title III-E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual

counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers.

In accordance with Title III, Part E, Section 373(e)(1), the Department has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

The following apply to the Respite Care or Supplemental Services (5) categories above:

a. "**Respite Care**" means the provision of temporary, substitute supports or living arrangements for care receivers and may be provided (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).

b. **"Temporarily"** means a brief period of relief or rest from a caregivers responsibilities during a limited time period, and could be provided on the following basis:
   (1) Intermittent—Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break;
   Occasional—Time off for the caregiver to attend a special event;
   (2) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.

c. **Title III-E funds cannot be used to support the following activities:**
   (1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
   (2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly;
   (3) To supplement the service unit cost of "a participant day" at an adult day care program.

d. **Title III-E Supplemental Funds cannot be used to support the following activities:**
   (1) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
   (2) Providing ongoing assistance to a care receiver living alone;
   (3) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and

(4) One-time, end-of-the-year assistance without an identified individual caregiver need.

8. **New Caregiver/Care Receiver**
In addition to the definition of eligible Caregiver and Care Receiver above, "**new**" shall be defined as individuals who receive services through the terms of this contract as of July of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Caregiver/Care Receiver receiving services related to this program is counted only once during the contract year.

9. **Outreach**
Interventions initiated by an agency or organization for the purpose of identifying potential caregivers and encouraging their use of the existing services and benefits.

10. **Low-Income (Greatest Economic Need)**
Having a monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

11. **Caregiver Assessment**
Caregiver Assessment means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]

## F. SERVICE CATEGORY SPECIFICATIONS

1. **INFORMATION SERVICES**
**Information Services** means the provision of public information on caregiving and/or community education on caregiving, including information about available services.

a. **Public Information on Caregiving** means an Information Service designed to provide information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems. (e.g., quarterly newsletter)
**Unit of Measurement: one activity**

b. **Community Education on Caregiving** means an Information Service designed to educate groups of current or potential caregivers and those who may provide them with assistance about available FCSP and other caregiver support resources and services. (e.g., booth at health fair)
**Unit of Measurement: one activity**

2. **ACCESS ASSISTANCE**

**Access Assistance (for the Elderly and Child)** means the provision of caregiver outreach, caregiver information and assistance, and caregiver interpretation/translation services in order to link caregivers to the opportunities and services that are available.

a. **Caregiver Outreach** means an Access Assistance service involving interventions (one-on-one contacts with individuals) initiated by an agency or provider for the purpose of identifying caregivers and encouraging their use of existing caregiver support services.

**Unit of Measurement: one contact**

b. **Caregiver Information and Assistance** means an Access Assistance service that provides caregivers with information on services available within the community, including information related to assistive technology and information particularly for older individuals at risk of institutional placement; Links caregivers to the services and opportunities that are available within the community; and to the maximum extent practicable, establishes adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).

**Unit of Measurement: one contact**

c. **Caregiver Interpretation/Translation:** means an Access Assistance service for the provision of bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities. (e.g., staff interpreting dialogue between caregiver and care consultant staff translating an elder's prescription drug label for his caregiver.)

**Unit of Measurement: one contact**

3. **SUPPORT SERVICES**

**Support Services** means the provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and (if necessary) caregiver case management.

a. **Caregiver Assessment for the Elderly** means a *Support Service* conducted by persons trained & experienced in the skills required to deliver the service that should result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their:

(1) Willingness to provide care;
(2) Duration and care frequency preferences;
(3) Caregiving abilities;
(4) Physical health, psychological, social support, and training needs; (5) Financial resources relative for caregiving; and
(6) Strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system.

**Unit of Measurement: one hour**

b. **Caregiver Assessment for the Child** means a Support Service provided to a caregiver by a person appropriately trained the level of counseling service, which may range from guidance with caregiving responsibilities to therapy for stress, depression, and loss; and:
   (1) May involve his or her informal support system;
   (2) May be individual direct sessions and/or telephone consultations; and
   (3) May address caregiving-related financial and long-term care placement responsibilities. **Unit of Measurement: one hour**

c. **Caregiver Counseling** means a Support Service provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of counseling service, which may range from guidance with the responsibilities of the caregiving role to therapy for stress, depression and loss; and:
   (1) May involve his or her informal support system; and
   (2) May be individual direct sessions and/or telephone consultations.
   (3) May address care-giving related financial and long-term care placement responsibilities. **Unit of Measurement: one hour**

d. **Caregiver Peer Counseling** means a Support Service provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place

**Unit of Measurement: one hour**

e. **Caregiver Support Group** means a Supportive Service provided to a group of 3-12 caregivers that is led by a competent facilitator; conducted at least monthly within a supportive setting or via a controlled access, moderated online or teleconference approach; for the purpose of sharing experiences and ideas to ease the stress of caregiving and enhancing decision making and problem solving related to their caregiving responsibilities.

**Unit of Measurement: one hour**

f. **Caregiver Training** means a Supportive Service consisting of workshops or one-on-one individually tailored sessions, conducted either in person or electronically by a skilled trainer, to assist caregivers in developing the skills and gaining the knowledge necessary to meet and enhance their caregiving roles; and shall address the areas of health, nutrition, and financial literacy.

**Unit of Measurement: one hour**

g. **Case Management** means a Support Service provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression.

**Unit of Measurement: one hour**

4. **RESPITE CARE**

**Respite Care** means a brief period of relief or rest from caregiving responsibilities, and is provided to caregivers on an intermittent, occasional, or emergency basis in a manner that responds to the individual needs and preferences of the caregivers and their care receivers, rather than a pre-established set amount offered on a "first come, first served" waiting list basis.

**Respite Care** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child.

a. **Respite In-Home Supervision** means Temporary Respite Care that includes the provision of care receiver day and/or overnight supervision and friendly visiting by an appropriately skilled provider or a volunteer in order to prevent wandering and health or safety incidents.

**Unit of Measurement: one hour**

b. **Respite Homemaker Assistance** means Temporary Respite Care that includes the provision of care receiver assistance with meal preparation, medication management, using the phone, and/or light housework (along with care receiver supervision) by an appropriately skilled provider or volunteer.

**Unit of Measurement: one hour**

c. **Respite In-Home Personal Care** means Temporary Respite Care that includes the provision of care receiver assistance with eating, bathing, toileting, transferring, and/or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.

**Unit of Measurement: one hour**

d. **Respite Home Chore** means Temporary Respite Care that includes an appropriately skilled provider or volunteer assisting a caregiver with heavy housework, yard work, and/or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities.

**Unit of Measurement: one hour**

e. **Respite Out of Home Day** means Temporary Respite Care where the care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes assess to social and recreational activities.

**Unit of Measurement: one hour**

f. **Respite Out of Home Overnight** means Temporary Respite Care where the care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care.

**Unit of Measurement: one hour**

5. **SUPPLEMENTAL SERVICES**

**Supplemental Services** means caregiver-centered assistance offered on a limited

basis to support and strengthen the caregiving efforts.

**Supplemental Services** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child. Supplemental services should be provided in coordination with an assessment by a trained professional, and eligible individuals will be encouraged to participate in supplemental services.

a. **Assistive Devices for Caregiving** means a Supplemental Service involving the purchase, rental and/or service fee of any equipment or product system (ranging from a lift chair or bathtub transfer bench to an electronic pill dispenser or emergency alert fall prevention device) in order to facilitate and fulfill caregiving responsibilities.

**Unit of Measurement: 1 device for one client equals one occurrence**

b. **Home Adaptations for Caregiving** means a Supplemental Service that makes any minor or major physical change to the home in order to facilitate and enhance the caregiving role (ranging from installation of grab bars or replacement of door handles to construction of an entrance ramp or roll-in shower) in order to fulfill caregiver responsibilities.

**Unit of Measurement: 1 modification to one home equals one occurrence**

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

#### 1. Supportive Services

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

#### 2. Nutrition

If the level of service (number of meals) falls below 10%, and reaches 11% after 9

months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

## B. NON-COMPLIANCE: STAGES OF SANCTIONS

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

### 1. Phase I - Initial Suspension

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

### 2. Phase II - Penalty Phase

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - Only costs specifically allowable under terms of the

penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.

d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) work day after the monthly invoice, activity report, other required reports are due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.
d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.
e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.
f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of

Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,

sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or

corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

## O. LOBBYING CERTIFICATION

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities" (Attachment C) in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

   a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
   b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

   a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
   b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

   a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit requirements.
   b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

   a. Albany Senior Center
      846 Masonic
      Albany, CA 94706
      510-524-9122
   b. Oakland Department on Aging
      200 Grand Avenue
      Oakland, CA 94610
      510-238-3284
   c. J-Sei, Inc.
      1285 66th St.
      Emeryville, CA 94608
      510-654-4000
   d. North Berkeley Senior Center
      1901 Hearst St.
      Berkeley, CA 94710
      510-981-5190
   e. South Berkeley Senior Center
      2939 Ellis St.
      Berkeley, CA 94703
      510-981-5170
   f. Emeryville Senior Center
      4321 Salem St.
      Emeryville, CA 94608
      510-596-3730
   g. Fruitvale San Antonio Senior Center
      3301 E. 12th Street, Suite 201
      Oakland, CA 94601
      510-535-6123
   h. Mastick Senior Center
      1155 Santa Clara Ave.

Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

a. Dublin Senior Center
7600 Amador Valley Blvd.
Dublin, CA 94568
925-556-4511

b. Pleasanton Department of Parks and Community Services
5353 Sunol Blvd.
Pleasanton, CA 94566
925-931-5365

c. Livermore Senior Services Center
4444 East Avenue
Livermore, CA 94550
925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

## U. CHILD SUPPORT COMPLIANCE ACT

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## V. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

## W. PRIORITY HIRING CONSIDERATIONS

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

## X. PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

## Y. SAME-SEX MARRIAGE

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as

something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.21l (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20)

calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to

the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |

| | |
|---|---|
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known***:** 4c | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known***:** |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | **Signature: _____**<br>**Print Name: _____**<br>**Title: _____**<br>**Telephone No.: _____ Date: _____** |
| **Federal Use Only** | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

**EXHIBIT B-1**

**ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT PROGRAM BUDGET**

Contractor: Spectrum Community Services Inc  Contract Term: 07/01/2022 - 06/30/2023

Service Category/Program: **Family Caregiver Supplemental Svcs Home Adaptations**

## SECTION 1 SALARIES AND EMPLOYEE BENEFITS

| 1.1 PAID STAFF<br>List # pos., %FTE, wages | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| Program Manager, .5%, $71,000 FC | 642 | 355 | 287 | 0 |
| Program Manager FC, .75%, $92,000 | 1,274 | 390 | 884 | 0 |
| 5 Customer Svc Reps, .5%, $48,880 | 1,134 | 567 | 567 | 0 |
| 4 Installers, .3%, $62,400 | 820 | 410 | 410 | 0 |
| Scheduler, .2%, $62,400 | 130 | 130 | 0 | 0 |
| Program Manager, 5%, $71,000 | 7,100 | 0 | 7,100 | 0 |
| Coordinator, 50%, $11,440 | 11,440 | 0 | 11,440 | 0 |
| Executive Director, 5%, $129,744 | 6,487 | 649 | 5,838 | 0 |
| Chief Financial Officer, 2%, $107,620 | 2,152 | 215 | 1,937 | 0 |
| Assistant Controller, 2%, $80,294 | 1,606 | 161 | 1,445 | 0 |
| Development Director, 2.5%, $100,000 | 5,000 | 500 | 4,500 | 0 |
| Admin/Develop Associate, 2%, $53,277 | 1,065 | 106 | 959 | 0 |
| **Subtotal:** | **38,850** | **3,483** | **35,367** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | |
| FICA | 2,800 | 400 | 2,400 | 0 |
| SUI/SDI | 933 | 297 | 636 | 0 |
| LTD | 0 | 0 | 0 | 0 |
| Dental | 140 | 20 | 120 | 0 |
| Health Insurance | 1,870 | 410 | 1,460 | 0 |
| Workers' Comp. | 563 | 187 | 376 | 0 |
| Retirement | 500 | 100 | 400 | 0 |
| Life Insurance | 0 | 0 | 0 | 0 |
| EAP | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| (The entries above are examples, not requirements) | 0 | 0.00 | 0 | 0 |
| **Subtotal:** | **6,806** | **1,414** | **5,392** | **0** |
| **1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)** | | | | |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **TOTAL SALARY/BENEFIT BUDGET**<br>**(Sections 1.1, 1.2, 1.3)** | **45,656** | **4,897** | **40,759** | **0** |

# SECTION 2 SERVICES AND SUPPLIES

| 2.1 TRAVEL AND TRAINING | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| Staff Travel: 80 Miles x .625 | 3,230 | 50 | 3,180 | 0 |
| Conferences/Conventions | 0 | 0 | 0 | 0 |
| Staff Training - | 75 | 25 | 50 | 0 |
| Vol.Travel: ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| **Subtotal:** | **3,305** | **75** | **3,230** | **0** |
| **2.2 OCCUPANCY** | | | | |
| Rent or Mortgage | 0 | 0 | 0 | 0 |
| Telephone | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Janitorial/Maintenance | 0 | 0 | 0 | 0 |
| General Liability Ins. | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **2.3 OTHER BUDGET COSTS** | | | | |
| Supplies/Postage | 0 | 0 | 0 | 0 |
| Minor Equip. (Each Item Under $5,000) | 4,650 | 4,353 | 297 | 0 |
| Telephone | 420 | 0 | 420 | 0 |
| Facility Costs | 160 | 40 | 120 | 0 |
| Outside Services / Audit Costs | 0 | 0 | 0 | 0 |
| Advertising & Dues | 0 | 0 | 0 | 0 |
| Licenses | 5,344 | 300 | 5,044 | 0 |
| Outreach/Fundraising | 750 | 250 | 500 | 0 |
| Insurance | 179 | 35 | 144 | 0 |
| Miscellaneous | 100 | 50 | 50 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **11,603** | **5,028** | **6,575** | **0** |
| **2.4 VEHICLE BUDGET** | | | | |
| Gas/Oil_____ Miles x Rate _____ | 0 | 0 | 0 | 0 |
| Maintenance | 0 | 0 | 0 | 0 |
| Vehicle Insurance | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **TOTAL SERVICES/SUPPLIES BUDGET** | **14,908** | **5,103** | **9,805** | **0** |

# SECTION 3 CAPITAL EQUIPMENT

| CAPITAL EQUIPMENT *List Items Costing $5,000+ (Include Funding Source)* | TOTAL PROJECT COSTS (1) | AAA FUNDED PROJECT COSTS (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **TOTAL CAPITAL EQUIPMENT BUDGET** | **0** | **0** | **0** | **0** |
| **GRAND TOTAL BUDGET** (Sections 1 - 3) | **60,564** | **10,000** | **50,564** | **0** |

# SECTION 4 REVENUES

| REVENUE SOURCES: | Total Project Funds | AAA Project Funding | Other | | Committed Funds |
|---|---|---|---|---|---|
| | | | CASH | IN-KIND | |
| **Non-Match:** | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| Community Contributions | 6,564 | 0 | 6,564 | 0 | 0 |
| Telephone Reassurance | 20,000 | 0 | 20,000 | 0 | 0 |
| Visiting | 20,000 | 0 | 20,000 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **46,564** | **0** | **46,564** | **0** | **0** |
| **Match:** | 0 | 0 | 0 | 0 | 0 |
| Community Contributions | 4,000 | 0 | 4,000 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
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| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **4,000** | **0** | **4,000** | **0** | **0** |
| Title III/VII Client Donations: | 0 | 0 | 0 | 0 | 0 |
| Title III/VII Funds: | 9,112 | 9,112 | 0 | 0 | 0 |
| County General Funds: | 888 | 888 | 0 | 0 | 0 |
| MEASURE A Funds: | 0 | 0 | 0 | 0 | 0 |
| GRAND TOTAL REVENUE: | 60,564 | 10,000 | 50,564 | 0 | 0 |

# SECTION 5 DEDUCTIVE FORMULA (Title III/VII Funded Programs Only)

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET: | 60,564 |
| 2.) {LESS} COUNTY GENERAL FUNDS: | 888 |
| 3.) {LESS} MEASURE A FUNDS: | 0 |
| 4.) {LESS} OTHER NON-MATCH FUNDS: | 46,564 |
| 5.) {EQUALS} TITLE III/VII BUDGET COSTS TO BE MATCHED: | 13,112 |
| 6.) {LESS} TITLE III/VII MATCH FUNDS: [minimum of 10% OF LINE 4] | 4,000 |
| 7.) {LESS} TITLE III/VII CLIENT DONATIONS: | 0 |
| 8.) {EQUALS} EARNED TITLE III/VII FUNDS: | 9,112 |
| **TOTAL CONTRACT FUNDING (LINE 2 + LINE 3 + LINE 8)** | **10,000** |

Exhibit B-2

# Spectrum Community Services, Inc.

## Final Budget

## Fiscal Year 22/23

**August 30, 2022**

| | Energy | Fall Prevention | General | Nutrition | Connect | Total |
|---|---|---|---|---|---|---|
| **Income** | | | | | | |
| **Total Government Grant** | 5,645,000 | 236,854 | - | 834,496 | 50,000 | 6,766,350 |
| **Total Contribution** | 7,500 | 28,487 | 78,183 | 474,654 | 10,565 | 599,390 |
| **Total Corporation/Foundation Grants** | - | - | - | - | - | - |
| **Total Program Service Revenue** | - | - | - | 205,000 | - | 205,000 |
| **Total Miscellaneous Income** | 100 | - | 10,150 | 100 | - | 10,350 |
| **Total In-kind Revenue** | - | 10,000 | - | 290,000 | 35,280 | 335,280 |
| **Total Income** | 5,652,600 | 275,341 | 88,333 | 1,804,250 | 95,845 | 7,916,370 |
| **Gross Profit** | 5,652,600 | 275,341 | 88,333 | 1,804,250 | 95,845 | 7,916,370 |
| **Expense** | | | | | | |
| **Total Salaries & Wages** | 1,837,220 | 214,651 | 25,000 | 667,578 | 38,851 | 2,783,301 |
| **Total In-Kind Salaries & Wages** | - | 10,000 | - | 290,000 | 35,280 | 335,280 |
| **Total Benefits** | 327,270 | 31,940 | 3,283 | 152,235 | 6,806 | 521,534 |
| **Total Outside Services (inc audit)** | 83,200 | 4,360 | 15,000 | 17,440 | - | 120,000 |
| **Total Supplies & Postage** | 89,500 | 650 | 3,075 | 62,500 | - | 155,725 |
| **Total Communication** | 30,000 | 1,900 | 1,200 | 10,000 | 420 | 43,520 |
| **Total Facility Costs** | 113,000 | 2,825 | - | 54,780 | 160 | 170,765 |
| **Total Equipment Rental & Maint** | 8,000 | 50 | - | 2,650 | - | 10,700 |
| **Total Travel & Company Vehicles** | 67,432 | 1,000 | 100 | 48,375 | 3,230 | 120,137 |
| **Total Raw Food Costs** | - | - | - | 363,272 | - | 363,272 |
| **Total Direct Materials/Svcs/Outreach** | 2,840,578 | 1,325 | 31,000 | 33,250 | 5,400 | 2,911,553 |
| **Total Equipment** | 120,000 | - | - | 55,500 | - | 175,500 |
| **Total Insurance** | 23,900 | 760 | - | 4,970 | 179 | 29,809 |
| **Total Workshops, Conventions & Conf** | 21,000 | 2,500 | - | 11,750 | 75 | 35,325 |
| **Total Advertising, Outreach & Dues** | 11,500 | 250 | 100 | 13,850 | - | 25,700 |
| **Total Taxes & Licenses** | 76,500 | 2,525 | 175 | 14,625 | 5,344 | 99,169 |
| **Total Miscellaneous Expenses** | 3,500 | 605 | 9,400 | 1,475 | 100 | 15,080 |
| **Total Expense** | 5,652,600 | 275,341 | 88,333 | 1,804,250 | 95,845 | 7,916,370 |
| **Net Income** | - | - | - | - | - | - |

# 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**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**<br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| **C** | **Workers' Compensation (WC) and Employers Liability (EL)**<br>Required for all contractors with employees | WC: Statutory Limits<br>EL: $100,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions**<br>Includes endorsements of contractual liability | $1,000,000 per occurrence<br>$2,000,000 project aggregate |

**E** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, 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 minimum A.M. Best Rating of A- or better, 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:
   **Alameda County Social Services Agency Contracts Office, 1111 Jackson St., 1st floor, Oakland, CA 94607**

SPECCOM-01 MINED1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2022

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

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

PRODUCER License # 0C41366
Granite Professional Insurance Brokerage, Inc.
360 Lindbergh Avenue
Livermore, CA 94551

CONTACT NAME:
PHONE (A/C, No, Ext): (925) 462-8400 FAX (A/C, No): (925) 462-8888
E-MAIL ADDRESS: commercial@graniteins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Nonprofits Insurance Alliance | |
| INSURER B : California Capital Insurance Company | 13544 |
| INSURER C : State Compensation Insurance Fund (SCIF) | 35076 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Spectrum Community Services, Inc.
2621 Barrington Ct.
Hayward, CA 94545

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | | 2022-03832 | 7/1/2022 | 7/1/2023 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | 3-BAA-1-070015568 | 7/1/2022 | 7/1/2023 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | 2022-03832-UMB | 7/1/2022 | 7/1/2023 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | 9063323-22 | 7/1/2022 | 7/1/2023 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Professional Liabili | | | 2022-03832 | 7/1/2022 | 7/1/2023 | Each Event | 1,000,000 |
| A | | | | 2022-03832 | 7/1/2022 | 7/1/2023 | Aggregate | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives is Additional Insured as respects to General Liability per Form CG 20 26 12 19.

**CERTIFICATE HOLDER**

Alameda County Social Services Agency
1111 Jackson Street, 1st Floor
Oakland, CA 94607

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION - FOOD CONTRIBUTIONS OR CLIENT REFERRALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**1.** In the performance of your ongoing operations; or

**2.** In connection with your premises owned by or rented to you.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

# BUSINESS AUTO BROADENING ENDORSEMENT

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THIS POLICY:**

## BUSINESS AUTO COVERAGE FORM
## GARAGE COVERAGE FORM

### A. EXTENDED CANCELLATION CONDITION

Form **IL 00 17**, the **Common Policy Condition**, section **A. CANCELLATION**, Paragraph **2.b.** is replaced by the following:

**b.** 60 days before the effective date of cancellation if we cancel for any other reason.

### B. BROADENED DEFINITION OF INSURED

**1.** The Named Insured shown in the Declarations is amended to include:

**a.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the policy. However, the Named Insured does not include any subsidiary that is an "insured" under any other insurance policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

**b.** Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

**(1)** that is a joint venture, partnership, or limited liability partnership or corporation,

**(2)** that is an "insured" under any other policy,

**(3)** that has exhausted its Limit of Insurance under any other policy, or

**(4)** 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

**2.** **Who Is An "Insured"** of **Section II – Liability Coverage 1. a. (4)** is amended to add:

Any employee of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### C. HIRED AUTO PHYSICAL DAMAGE AND LOSS OF USE

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of the private passenger, light or medium truck type (20,000 lbs. or less in gross vehicle weight), subject to the following limit; these items are excess to any other collectible insurance coverage.

The most we will pay for "loss" to any hired "auto" is **$50,000** or Actual Cash Value or the Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger, light or medium truck type for that coverage. **Hired Auto Physical Damage** coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger or light truck type.

If symbol 8 or 28 is listed on the Covered Autos section of the policy declarations page as applying to any of the physical damage coverages, then the **Hired Auto Physical Damage** coverage described on this form does not apply.

Subject to a maximum of **$750** per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial "loss".

**D. HIRED AUTO LIABILITY - WORLDWIDE COVERAGE** (except for the Republic of Mexico)

For hired "autos" hired for less than 30 days, the coverage territory will be extended to anywhere in the world, except for the Republic of Mexico, provided the "insured's" liability to pay damages is determined in a "suit" brought in the coverage territory described in **Section IV – Business Auto Conditions.**

This coverage does not apply to "garage operations".

**E. AUTO LOAN OR LEASE GAP PAY-OFF**

Under **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, if a long-term leased or purchased "auto" is a covered "auto" and the lessor or lender is named as an "Additional Insured – Lessor", or "Additional Insured – Lender", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or lender for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" **less** any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

We will not pay any administrative costs or overhead fees assessed by the finance company that has leased the covered "auto" to you.

**F. ADDITIONAL INSURED AND WAIVER OF SUBROGATION**

**1.** The following are added as an "insured" under **Section II – Liability Coverage**, **Who Is an Insured**:

**Section II. 1. a. (4)** Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" if:

**a.** You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

**(1)** an expressed provision of an "insured contract", or written agreement; or

**(2)** an expressed condition of a written permit issued to you by a governmental or public authority.

**b.** The "bodily injury" or "property damage" is caused by an "accident" which takes place after:

**(1)** you executed the "insured contract" or written agreement; or

**(2)** the permit has been issued to you.

**2.** The following is added to **Section IV – Business Auto Conditions**, **Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against any additional "insured", but only as respects "Loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the "insured contract", written agreement, or permit.

This coverage does not apply to "garage operations".

**G. COVERAGE EXTENSIONS**

**1. Supplementary Payments**, of **Section II- Liability Coverage**, is amended as follows:

The reference to **$250** for the cost of bail bonds is replaced by **$1,000** and the reference to **$100** per day for all reasonable expenses is replaced by **$250** per day.

This coverage does not apply to the **Garage Coverage Form**.

2. **Coverage Extension**, of **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, is amended to provide a limit of **$50** per day and a maximum of **$1,000** for temporary transportation expense.

3. **Under Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, **Comprehensive Coverage**, we will pay for the expense of returning a stolen covered "auto" to you.

**H. BODILY INJURY TO FELLOW EMPLOYEE EXCLUSION WAIVED**

**Section II – Liability Coverage, B. 5. Fellow Employee Exclusion**, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Coverage is excess over any other collectible insurance.

**I. COMMUNICATION EQUIPMENT COVERAGE**

**Section III – Business Auto Coverage Form**, **Physical Damage Coverage,** with respect to a covered "auto" described in the Schedule or in the Declarations, also applies to "Loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss". Equipment which is removable from a housing unit which is permanently installed in the covered "auto" and is designed to be solely operated by use of the power from the "auto's" electrical system in or upon the covered "auto" is considered permanently installed. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment. The Physical Damage deductibles listed in the declarations as applying to the covered "auto" apply to this coverage as well.

The most that we will pay in the event of a "loss" is the lesser of:

1. The actual cash value of the damage or stolen property at the time of the "loss"; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind or quality; or

3. **$1,500**.

**J. GLASS-ONLY CLAIM: DEDUCTIBLE WAIVED IF REPAIRED RATHER THAN REPLACED**

Under **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, **Deductible**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**K. PERSONAL EFFECTS COVERAGE**

1. Subject to a maximum limit of **$500**, coverage is extended to the personal effects of the driver, passenger and insured while inside a covered "auto" and damaged as a result of an accident. Losses are subject to a **$250** deductible. No separate deductible applies if the "loss" under this section is part of a specified perils, comprehensive or collision "loss" under this policy. If the "loss" includes coverage under more than one section of this endorsement , only the highest deductible will apply to the entire "loss".

2. We will not pay for "loss" to personal property of any of the following:

   **a.** Accounts, bills, currency, deeds, money, notes, securities and evidence of debt.

   **b.** Electronic equipment or tapes, records, discs or other similar audio visual or data electronic equipment.

   **c.** Furs.

   **d.** Animals, birds or fish.

   **e.** Bullion, precious stones, jewelry or similar valuables, painting, art objects, manuscripts or mechanical drawings.

   **f.** Contraband or property in the course of illegal transportation or trade.

**g.** An “auto”, its equipment or fluids, including fuel.

**h.** “Loss” caused by theft, unless there are visible signs or marks of forcible entry into the covered “auto” and the theft is reported to law enforcement authorities.

**3.** The Personal Effects Coverage is excess over any other valid and collectible insurance coverage available for the same “loss”.

## L. PET INJURY COVERAGE

Under **Section III – Physical Damage Coverage,** If you carry Collision Coverage for the damaged covered “auto”, the following is added:

If “your pet” sustains injury or death while inside a covered auto at the time of a loss covered under Collision or Comprehensive coverage, we will pay for the following:

**1.** up to **$500** for reasonable and routine veterinary fees incurred by you if “your pet” is injured in, or as a direct result of, the covered loss; or

**2.** a **$500** death benefit if “your pet” dies in, or as a direct result of, the covered loss, less any payment we made toward veterinary expenses for “your pet”.

In the event of a covered loss due to theft of a covered auto, we will pay the death benefit subject to “your pet” is inside the covered auto at the time of theft and “your pet” is not recovered.

This additional coverage is subject to a **$100** Deductible for death and veterinary care sustained as a result of a covered loss. Coverage applies in excess over any other valid and collectible insurance.

The following definition applies to this coverage:

“Your pet” means any cat or dog owned by any insured covered under this policy.

The most we will pay for all damages in any one loss is a total of **$500** regardless of the number of dogs or cats involved.

## M. SINGLE EVENT DEDUCTIBLE

Under the **Physical Damage Coverage** Section, if two or more policies or coverage forms apply to the same accident, the following applies to paragraph **D. Deductible**:

You will pay the highest deductible stated on the declarations page only once for damages to your tractor, trailer and cargo when all are insured by us and are damaged by the same covered cause of loss.

## N. RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

**1.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

**a.** The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

**2.** Our payment is limited to the lesser of the following amounts:

**a.** Necessary and actual expenses incurred.

**b.** Subject to a maximum payment of **$100** per day up to 30 days.

**3.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**4.** If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

POLICY NUMBER: 2022-03832

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

**SCHEDULE**

| **Name of Person or Organization:** |
|---|
| |

**A. Section II – WHO IS AN INSURED** is amended to include:

**4.** Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**a.** Your negligent acts or omissions; or

**b.** The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**B. Section III – LIMITS OF INSURANCE** is amended to include:

**8.** The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

**C.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
   (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
   (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ENDORSEMENT AGREEMENT

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

# WAIVER OF SUBROGATION
## BLANKET BASIS

REP D8
9063323-22
RENEWAL
NA
3-39-62-91


EFFECTIVE JULY 1, 2022 AT 12.01 A.M.
AND EXPIRING JULY 1, 2022 AT 12.01 A.M.

SPECTRUM COMMUNITY SERVICES INC
2621 BARRINGTON CT
HAYWARD, CA 94545

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

| PERSON OR ORGANIZATION | JOB DESCRIPTION |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER | BLANKET WAIVER OF SUBROGATION |

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JUNE 24, 2022

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

---

**SCHEDULE**

| **Name of Person or Organization:** |
| --- |
| |

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

# 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 E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Spectrum Community Services

PRINCIPAL: Lara Calvert TITLE: Executive Director

SIGNATURE: DocuSigned by: A129288DCE4244B... DATE: 10/28/2022

# EXHIBIT G

# ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

C. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

E. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials**.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

    a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

    b. Meeting Contract performance requirements; or

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

(a) Are *not used* as a substantial or essential component of any system; and

(b) Are *not used* as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II**.** **Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ''Anti-Kickback'' Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland ''Anti-Kickback'' Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# EXHIBIT G-1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, Spectrum Community Services, certifies, or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
[signature]
Signature of Contractor's Authorized Official

10/28/2022
Date

Lara Calvert
Name

Executive Director
Title

SAM.GOV

# Exclusion Search Results 0 Total Results

## Filter by:

| Entity Name | Status |
| --- | --- |
| "spectrum community services" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Classification | Status | Excluded Individual |
|---|---|---|
| Individual | Active | Lara Calvert |
| | | Kris Kokotaylo |

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** SER Jobs For Progress

**Service Category:** Senior Employment

**Originating Staff**

**Name:** Maaza Michael **Date:** 1/10/2023

1. **AAA Supervisor Review (Delbert)**

   **Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 1/10/2023

2. **AAA Director Review (Jennifer)**

   **Signature:** DocuSigned by: Jennifer Stephen-Pierre C3ECA36ACC0F421... **Date:** 1/12/2023

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

   **Signature:** DocuSigned by: Bruce Lewitch C75C3AC3226D448... **Date:** 1/12/2023

5. **Financial Analyst (Diogo)**

   **Signature:** DocuSigned by: Diogo Euschio 5CD82AC7412E4A2... **Date:** 1/12/2023

6. **Interim Finance Director (Robert)**

   **Signature:** DocuSigned by: Robert Woolley 054B7D50DF1847B... 1/12/2023

   **Date to SSA Director for Signature:** _____

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| ALOLINK Master Contract #: **901003**<br>Supplier ID #: **91475** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888 / 6** |
|---|---|

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **901003** ("Master Contract") made and entered into by and between **SER-Jobs for Progress, Inc.** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED SCSEP SERVICES**
**FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $135,350.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...

Andrea Ford

Title: Social Services Agency Director

Date: 1/12/2023

**CONTRACTOR**

By: DocuSigned by: Jesus Padron 59703F1706FC415...

Jesús Padrón

Title: Executive Director

Date: 12/23/2022

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **91475** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **901003** Procurement Contract #: **24146** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **34400** | | | **$ 128,350** | **$ 128,350** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 7,000** | **$ 7,000** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2010-A** Contract Maximum: **$135,350**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Maaza Michael** Telephone #: **(510) 577-3538** QIC Code: **24551**

Contractor Name: **SER-Jobs For Progress, Inc.**

Project Name: **Title V Senior Community Service Employment Program**

Contractor Address: **24100 Amador Street, 3rd Floor, Hayward, CA 94544**

Remittance Address: **255 N Fulton Street, Suite 106** ALCOLINK Vendor Address #: **2**

**Fresno, CA 93701** BOS Dist. #: **2**

Contractor Telephone #: **(559) 452-0881** Fax #: _____ E-mail (Signatory): **Jesuspadron@sercalifornia.org**

Contractor Contact Person: **Jesus Padron** E-mail (Contact): **Jesuspadron@sercalifornia.org**

Contract Service Category: **Title V Senior Community Service Employment** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$135,350** | | | | |
| Amount of Encumbrance | **$ 135,350** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | **Board Action** | **Board Action** | **Board Action** | **Board Action** |

| Funding Source Allocation: | Federal - CFDA #: (17.235) | State | County | |
|---|---|---|---|---|
| | **$ 128,350** | | **$ 7,000** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF387EBC493... Signature

**Andrea Ford**
Print or Type Name

Title **Social Services Agency Director** Date 1/12/2023

**CONTRACTOR**

By DocuSigned by: Jesus Padron 59703F1706FC415... Signature

**Jesús Padrón**
Print or Type Name

Title **Executive Director** Date 12/23/2022

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

# EXHIBIT A

## PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **SER-Jobs For Progress, Inc.,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 – June 30, 2023** |
| **Type of Services** | **Senior Community Services Employment Program** Services (Title V, Fed. Catalog # 17.235) |

## I. PROGRAM GOALS

A. To provide, foster and promote useful part-time work-based training opportunities at local community service agencies for older Californians, age 55 and older, who have poor employment prospects and are unemployed. To educate employers about the benefits of hiring older workers. To assist and promote the transition of program enrollees to private or other unsubsidized employment through a variety of supportive services such as personal and job-related counseling, job training, and job referrals. The program shall provide a variety of supportive services, such as an annual physical examination, transportation, job training and referral and placement into unsubsidized jobs.

B. Services shall be targeted to older residents who are 55 years of age and older, whose income does not exceed 125 percent of the Federal Poverty Level, and who reside in the Central, South and East Regions of Alameda County. The Central region consists of the following communities: Ashland, Castro Valley, Cherryland, Fairview, Hayward, San Leandro, and San Lorenzo. The South region consists of the following communities: Fremont, Newark, and Union City. The East region consists of the following communities: Dublin, Livermore, Pleasanton and Sunol. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI)

including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure in accordance with AAA Policies and Procedures guidelines. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of

the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

    a. 30-days of the start date of this Contract,
    b. 30-days of the start date of any new employee, volunteer, or subcontractor,
    c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

    a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in

accordance with applicable laws, regulations, and State policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

## C. SERVICE OBJECTIVES

1. Contractor shall implement statutory provisions of the Title V SCSEP in accordance with all applicable laws and regulations.

   a. Older Americans Act (OAA) of 1965, as amended through Public Law 116-131, enacted March 25, 2020
   b. 20 CFR Part 641 SCSEP Final Rule, September 1, 2010.
   c. Workforce Investment Act of 1998 (WIA), Public Law 105- 220, Section 121(b)(1)(B)(vi) or 29 U.S.C. 2841 (b)(1)(B)(vi).
   d. 29 CFR Part 95.5.
   e. 29 CFR Part 97.40.
   f. 20 CFR Part 652 et al.
   g. 20 CFR Part 662.200-280.
   h. The Jobs for Veterans Act of 2002, Public Law 107-288, 38 USC 4215.
   i. The Americans with Disabilities Act (ADA), Public Law 110-325.
   j. Age Discrimination in Employment Act of 1967, Public Law 90-202.
   k. Age Discrimination Act of 1975, 42 USC §6101-6107.
   l. Program Memoranda as issued by CDA, the Title V SCSEP New Coordinator Handbook, other laws, regulations, and guidance pertaining to SCSEP posted on the CDA website.
   m. Any other subsequent Training and Employment Guidance Letters (TEGLs), memos, bulletins, or similar instructions issued during the term of this Agreement by DOL.
   n. 20 CFR 641570(b) Extension of Individual Duration Limits.
   o. Privacy Act of 1974, as amended, 5 U.S.C. § 552a.

2. Contractor shall review, approve, and monitor budgets and expenditures and any subsequent amendments and revisions to budgets. Contactor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year. [20 CFR 641.430(f)] [29 CFR 95.5] [29 CFR 97.40]

3 Contractor shall develop methods of recruitment and selection that will assure the maximum number of eligible individuals the opportunity to participate in the program. [20 CFR 641.515(a)]

4. Contractor shall provide an orientation to participants that include information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; CDA Participant Termination Policy; CDA Grievance Policy; and permitted and prohibited political activities. [20 CFR 641.535(a)(1)] [CDA PM 11-06] [CDA PM 11-20]

5 Contractor shall conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; need for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two times during a 12-month period. [20 CFR 641.535(a)(2)]

6. Contractor shall provide an Individual Employment Plan (IEP) for each participant based on an assessment. IEPs shall be developed in partnership with each participant and must reflect the needs as well as the expressed interests and desires of the participant. The initial IEP should include an appropriate employment goal for each participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessment. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals. [20 CFR 641.140] [20 CFR 641.535(a)(3)]

7 Contractor shall provide or arrange for training for participants specific to their community service assignment or in support of their training needs identified in their IEP. [20 CFR 641.535(a)(5)(6)]

8 Contractor shall submit all requests for an OJE to the Department for approval prior to exercising the OJE with any participants. [Older Worker Bulletin No. 04-04]

9. Contractor shall obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every 12 months. Documentation records shall be maintained in a confidential manner. [20 CFR 641.505]

10. Contractor shall cooperate with community, employment, and training agencies, including agencies under the WIA and provided through OSCC, to provide services to low-income older workers. [20 CFR 641.200]

11. Contractor shall participate in the development of the SCSEP State Plan. Local activities must support the strategic focuses outlined in the SCSEP State Plan. [20 CFR 641.315(a)]

12. Contractor shall follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention. [20 CFR 641.545(c)]

13. As a mandated partner under the WIA, the Title V SCSEP Contractor must have a signed Memorandum of Understanding (MOU) with the Local Workforce Investment Board(s) and the OSCC(s) detailing how services will be provided. [20 CFR 662.200-300]

14. The MOU must contain the following components: [29 USC 2841(c)] [20 CFR 652 et al.] [20 CFR 662.230(c)] [20 CFR 662.300(a)]

    a. A description of the functions/services to be performed for One-Stop clients.
    b. An explanation of how the costs of these functions/services and One-Stop operations will be funded.
    c. A description of the methods to be used for referring clients among the partners.
    d. The duration of the MOU and procedures for amending it.

15. Contractor shall maintain an up-to-date Charter Oak Group (COG) Data Collection Handbook, BCT Partners Data Validation Handbook, and related departmental requirements so that all responsible persons have ready access to standards, policies, and procedure. [20 CFR 641.879(b)] [20 CFR 641.879 (d)(e)]

16. Contractor shall have computers dedicated to this program with access to the Internet, and adequate staffing to provide all management reports required by the State Department of Aging as well as the Department of Labor's (SPARQ) electronic reporting requirements. Use the program data collection and reporting system as required by the Department of Labor. [OAA 503(f)(3)-(4)]

17. Contractor shall submit all requests for a Transfer/Change utility transaction in SPARQ to the Department for prior approval. [SCSEP Data Collection Handbook rev. 6 (4/19/2010)]

## D. PERFORMANCE MEASURES

1. Contractor shall meet the annual negotiated performance measures established by the U. S. Department of Labor, which include the following Core Indicators. [OAA 513(b)(1)] [20 CFR 641.700(b)]

2 Contractor shall subsidize employment for an average of fourteen (14) persons with a minimum enrollment level of eighty-five percent (85%).

3. Contractor shall provide placement of all Title V positions countywide in accordance with the allocations included below:

4. Contractor shall provide Senor Employment services to a minimum of fourteen (14) Eligible Individuals (Unduplicated Clients) during the annual contract period.

5. Contractor shall perform at minimum of one hundred fifty-one-point nine percent (151.9%) Service Level during the annual contract period.

6. Contractor shall perform at minimum of seventy-eight-point five percent (78.5%) Community Service during the annual contract period.

7. Contractor shall provide services to a minimum of two-point seven nine percent (2.79%) of the Most in Need Older Adults during the annual contract period.

8. Contractor shall provide services at a minimum of thirty-point four percent (30.4%) of Quarter 2 Employment level during the annual contract period.

9. Contractor shall provide services at a minimum of twenty-four-point five percent (24.5%) of Quarter 4 Employment level during the annual contract period.

10. Contractor shall perform at the Median Earning of four thousand one hundred eighteen dollars ($4,118) during the annual contract period.

11. Contractor shall perform at the minimum Customer Satisfaction level as follows during the annual contract period:

| | | |
|---|---|---|
| a. | Participants Satisfaction | 86.9% |
| b. | Host Agency Satisfaction | 85.9% |
| c. | Employer Satisfaction | 85.8% |

| | Core Indicators | Performance Goals |
|---|---|---|
| 1 | Service level | 151.9% |
| 2 | Community Service | 78.5% |
| 3 | Most in Need | 2.79% |
| 4 | Quarter 2 Employment | 30.4% |
| 5 | Quarter 4 Employment | 24.5% |
| 6 | Medium Earning | $4,118 |
| 7 | Customer Satisfaction: | |
| | a. Participant Satisfaction | 86.9% |
| | b. Host Agency Satisfaction | 85.9% |
| | c. Employer Satisfaction | 85.8% |

E. **DEFINITIONS**

1. **Title V Senior Community Service Employment Program (SCSEP)** means a program that serves low-income persons who are 55 years of age and older and who have poor employment prospects by placing them in part-time community service assignments and by assisting them to transition to unsubsidized employment. [Older Americans Act (OAA), 20 CFR 641.110]

2. **Participant** means an individual who is eligible for the Title V SCSEP, is enrolled, and is receiving services for up to 48 months, unless a request for a waiver is made by CDA and approved by the U.S. Department of Labor (DOL). [OAA Section 518(a)(3)(B), 20 CFR 641.140]

3. **Participant Position** means an authorized training slot whose unit cost includes administration; participant wage and fringe benefits; and other participant costs. The number of participant slots and the amount of funding available for a given Fiscal Year is based on an equitable distribution ratio determined by the U. S. Census and allocated by the Department of Labor (DOL). [OAA Section 506(g)(1), OAA Section 507]

4. **Modified Positions** means the number of authorized training slots adjusted to account for states with a higher minimum wage paid to participants. Quarterly Progress Report-Employment Training Administration (ETA) 5140]

5. **Unemployed** means an individual who is without a job and who wants and is available for work, including an individual who may have occasional employment that does not result in a constant source of income. [OAA Section 518(a)(8)]

6. **Low Income** means family income not more than 125 percent of the federal poverty guidelines. [OAA Section 518(a)(3)(A)]

7. **Eligible Service Population** means unemployed low-income California residents who are 55 years of age or older and who have poor employment prospects. Priority must be given to individuals who are 65 years of age and older or (a) have a disability; (b) have limited English proficiency or low literacy skills; (c) reside in a rural area; (d) are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(2); (e) have low

employment prospects; (f) have failed to find employment after utilizing services provided through the One-Stop Delivery System; (g) are homeless or at risk for homelessness. [OAA Section 518(b)(1)(2)]; or (h) Have been incarcerated within the last 5 years or is under supervision following release from prison or jail within the last 5 years. [OAA § 518(b)(2)(H)]

8. **Host Agency** means a public agency or private non-profit 501(c)(3) organization that provides a training work site and supervision for a participant position. [20 CFR 641.140]

9. **Program Income** means income earned by the contractor during the contract period that is directly generated by an allowable activity supported by contract funds or earned as a result of the award of contract funds.

10. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

11. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program. (e.g., property, service, etc.)

12. **Community Service** means the number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period.

13. **Quarter 2 Employment** means the number of participants employed in the second quarter after the exit quarter divided by the number of participants who exited during the reporting period.

14. **Quarter 4 Employment** means the number of participants who exited during the reporting period who are employed in unsubsidized employment during the fourth quarter after the exit quarter divided by the number of participants who exit during the reporting period.

15. **Medium Earnings** means the wage that is at the midpoint (of all the wages) between the highest and lowest wage earned in the second quarter after the exit quarter for all participants who exited and are in unsubsidized employment during the second quarter after the exit quarter.

16. **Customer Satisfaction** means the effectiveness in serving participants, employers, and their host agencies with their experiences and the services provided.

17. **Community-Service Employment Training** means placing participants at host agencies that have occupations which are similar to “in demand” private sector jobs. Assignments may be supplemented by general or specialized skills training and a participant must have an Individual Employment Plan (IEP) that details skills to be attained and timelines for achieving the goal. There is no hour limit for a

participant's community service training employment in a 12-month period. [20 CFR 641.140, OAA Section 518(a)(2)]

18. **On-The-Job-Experience (OJE) Training** means developing a training assignment that provides the participant an opportunity to develop and practice specific skills and/or experience, which are not attainable through the regular community service assignment. [Older Worker Bulletin No. 04-04]

19. **One-Stop Career Centers (OSCC)** means agencies that are funded by the Workforce Investment Act (WIA) to provide universal access to employment referrals, training, and other job-seeker/employer services. [20 CFR 641.140]

20. **Core Indicators** means indicators that are subject to goal-setting and corrective action. [20 CFR 641.700(a)].

21. **Additional Indicators** means indicators that are not subject to goal-setting and corrective action. [20 CFR 641.700(a)].

22. **Performance Measures** means core indicators and additional indicators of performance that measure the success and effectiveness of the Program. [20 CFR 641.710]

23. **Entry into Unsubsidized Employment** (entered employment) means participants who are employed in the first quarter after the exit quarter. [20 CFR 641.710(a)(2)]

24. **Number of Eligible Individuals Served** (service level) means the total number of participants served divided by the contractor's authorized number of positions, after adjusting for minimum wage. [20 CFR 641.710(a)(5)]

25. **Hours (in the aggregate) of Community Service Employment Training** (community service hours) means the number of hours of community service provided by SCSEP participants. [20 CFR 641.710(a)(1)]

26. **Classroom Training Hours** means the number of hours spent in classroom training by SCSEP participants.

27. **Participant Program Tenure** means participants can be enrolled in the program for up to 48 months. A request to extend this time may be submitted to CDA for participants that are hard to serve. [OAA Section 518(a)(3)(B)]

28. **Limited English Proficiency (LEP)** means individuals who do not speak English as their primary language and who have a limited ability to read, speak, write or understand English. [20 CFR 641.140]

29. **Number of Most-in-Need Individuals Served** (service to-most-in-need) means service to participants who meet any of the following characteristics: are age 75 or older; have a severe disability; are frail; meet the eligibility requirements related to age for, but do not receive benefits under Title II of the Social Security Act; live in an

area with persistent unemployment and are individuals with severely limited employment prospects; have limited English proficiency; have low literacy skills; have a disability; reside in a rural area; are veterans; have low employment prospects; have failed to find employment after utilizing services provided under Title I of the Workforce Investment Act of 1998; are homeless or at risk for homelessness. [OAA Section 518(a)(3)(B)(ii), 20 CFR 641.710(a)(6)]; have been incarcerated within the last 5 years or is under supervision following release from prison or jail within the last 5 years. [OAA § 518(b)(2)(H)]

30. **Customer Satisfaction** means satisfaction of the participants, employers, and host agencies with their experience with SCSEP. [20 CFR 641.710(b)(2)]

31. **Satisfaction Survey** means an instrument that gathers the satisfaction of participants, employers, and their host agencies with their experiences and the services provided. [20 CFR 641.710(b)(2)]

32. **Supportive Services** means services, such as transportation, childcare, dependent care, housing, and needs related payments that are necessary for an individual to participate in program activities and to retain unsubsidized employment. [OAA Section 518(a)(7)]

33. **State Plan** means the 4-year plan submitted to DOL describing SCSEP strategic focuses with an update not less than every 2 years. [OAA Section 503(a)]

34. **SCSEP Performance and Results Quarterly Progress Report System (SPARQ)** means the DOL system used to process and analyze SCSEP data and the system used to view, print, and save SCSEP quarterly progress reports, data quality reports, and management reports. [20 CFR 641.879(e)(f)(h)]

35. **Web Data Collection System (WDCS)** means the DOL web-based data collection system used to input all SCSEP program and participant information into SPARQ. [OAA Section 503(f)(3)(4)]

36. **Mathematica (MPR)** means the organization under contract to DOL to create the SCSEP SPARQ and the WDCS and who is responsible for providing on its website the SPARQ user's guide and DOL policy guidance related to system upgrades. [20 CFR 641.879(e)-(i)]

37. **Charter Oak Group (COG)** means the organization under contract to DOL to create the SCSEP WDCS handbook that provides direction on entering data into the WDCS and providing on its website DOL policy guidance, frequently asked questions, and revisions to the handbook. [20 CFR 641.879(e)-(i)]

38. **Transfer/Change Utility** means the WDCS procedure used to transfer a participant into SPARQ from a CDA SCSEP to a national SCSEP contractor or vice versa. [20 CFR 641.879(e)-(i)]

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, and shortages of necessary supplies or materials due to labor disputes or other causes.

1. **Supportive Services**

For each month that service falls below 95% of the contracted level, the contractor will submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds will be reallocated to other contractors who are over serving. If no over service is occurring, the funds will be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

### B. NON-COMPLIANCE: STAGES OF SANCTIONS

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements:

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken:

a. Implementation - imposed when contractor is identified as being materially out of compliance.
b. Notice - suspended status will be in effect: without formal notice to contractor on eighth (8th) working day of overdue invoices or activity reports, or as early as the 6th day if formal notice is given.
c. Reimbursements - suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a

contract amendment or any new contract may be suspended.

d. Duration - maximum of ten (10) working days.
e. Lifting - the initial suspension will be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor's failure to submit invoices/reports as required.

a. Authority - imposition of a penalty will be authorized by the Director of the Area Agency on Aging.
b. Notice - a formal Notice of Penalty will be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - only costs specifically allowable under terms of the penalty phase will be allowable. Allowable costs will be specified in the Notice of Penalty and generally will include necessary costs of providing services until the 30th working day after the required document(s) or corrective action was due.
d. Duration - maximum of ten (10) working days.
e. Lifting - the penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the 30th workday after the monthly invoice, activity report, and other required reports are due, the County shall no longer be liable for expenses incurred by contractor after 30th workday, or for any subsequent time until the delinquent invoice or report is submitted or corrective action completed.

a. Authority - suspension of reimbursements will be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - a formal Notice of Intent to Suspend Reimbursements will be sent to contractor via certified mail.
c. Reimbursements - after submission of delinquent invoice/report or contractor implementation of corrective action, County will reassume liability for expenses reported by contractor as of the date they are reported.

The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above.

If the contract period has expired, and a final invoice and closeout report are not submitted within 30 days, it shall not be honored by County.

In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.

d. Duration - suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.

e. Lifting - the suspension of reimbursements phase will be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of Sanctions Section, or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services, which includes:

A. Description of how clients will be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to effect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

## E. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests

shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

O. **LOBBYING CERTIFICATION**

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure of Lobbying Activities” (Attachment C) in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

    a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
    b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

    a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
    b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

    a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit requirements.
    b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

    a. Albany Senior Center
    846 Masonic
    Albany, CA 94706
    510-524-9122
    b. Oakland Department on Aging
    200 Grand Avenue
    Oakland, CA 94610
    510-238-3284
    c. J-Sei, Inc.
    1285 66th St.

Emeryville, CA 94608
510-654-4000

d. North Berkeley Senior Center
1901 Hearst St.
Berkeley, CA 94710
510-981-5190

e. South Berkeley Senior Center
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

f. Emeryville Senior Center
4321 Salem St.
Emeryville, CA 94608
510-596-3730

g. Fruitvale San Antonio Senior Center
3301 E. 12th Street, Suite 201
Oakland, CA 94601
510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

    a. Dublin Senior Center
    7600 Amador Valley Blvd.
    Dublin, CA 94568
    925-556-4511
    b. Pleasanton Department of Parks and Community Services
    5353 Sunol Blvd.
    Pleasanton, CA 94566
    925-931-5365
    c. Livermore Senior Services Center
    4444 East Avenue
    Livermore, CA 94550
    925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

V. **UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

W. **PRIORITY HIRING CONSIDERATIONS**

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

X. **PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS**

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

Y. **SAME-SEX MARRIAGE**

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind

documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.211 (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older
3. American Act performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |

| | |
|---|---|
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known*: 4c | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | **Signature:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

**Exhibit B-1**

# Alameda County Area Agency on Aging
## CONTRACT BUDGET - TITLE V

Agency Name: **SER-Jobs For Progress** **Contract Term:** **07/01/2022~06/30/2023**

BUDGET CATEGORIES: **SCSEP**

| ADMINISTRATION | Annual Rate | % FTE and % PTE | Title V % Time | 8% Max. FEDERAL | NON-FEDERAL County | NON-FEDERAL STATE | NON-FEDERAL Other/ In-Kind | Project TOTAL |
|---|---|---|---|---|---|---|---|---|
| **PERSONNEL:** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| President/CEO | 120,000 | 100% | 1.000% | 1,200 | 0 | **0** | 0 | 1,200 |
| SCSEP Director | 88,762 | 100% | 1.000% | 888 | 0 | **0** | 0 | 888 |
| Sr. Account Clerk | 54,000 | 100% | 7.000% | 1,096 | 2,684 | **0** | 0 | 1,096 |
| Jr. Account Clerk | 31,200 | 100% | 1.000% | 312 | 0 | **0** | 0 | 312 |
| Account Clerk | 38,500 | 100% | 5.000% | | 1,925 | **0** | 0 | 0 |
| HR | 47,190 | 100% | 1.500% | 708 | 0 | **0** | 0 | 708 |
| Project Coordinator | 70,200 | 100% | 2.000% | 1,053 | 0 | **0** | 0 | 1,053 |
| Case Manager | 60,000 | 100% | 0.000% | | | | | 0 |
| | | | | | 0 | **0** | 0 | 0 |
| **Sub-Total:** | | | | **5,257** | **4,609** | **0** | **0** | **5,257** |
| **FRINGE BENEFITS:** | | | | | | | | |
| Fringe at 26.3 | 0 | 0 | 0 | 1,998 | 2,091 | 0 | 0 | 4,089 |
| **Sub-Total:** | **0** | **0** | **0** | **1,998** | **2,091** | **0** | **0** | **4,089** |
| **Other Admin Costs:** | | | | | | | | |
| Office Supplies | 0 | 0 | 0 | 81 | 300 | 0 | 0 | 381 |
| Telephone | 0 | 0 | 0 | 180 | 0 | 0 | 0 | 180 |
| Janitorial | 0 | 0 | 0 | 90 | 0 | 0 | 0 | 90 |
| Rent Fresno/Field | 0 | 0 | 0 | 360 | 0 | 0 | 0 | 360 |
| Travel/ transportation | 0 | 0 | 0 | 150 | 0 | 0 | 0 | 150 |
| Accounting Srvc | 0 | 0 | 0 | 900 | 0 | 0 | 0 | 900 |
| Utilities | 0 | 0 | 0 | 180 | 0 | 0 | 0 | 180 |
| Postage | 0 | 0 | 0 | 18 | 0 | 0 | 0 | 18 |
| Payroll Service Fee | 0 | 0 | 0 | 306 | 0 | 0 | 0 | 306 |
| Liability Insurance | 0 | 0 | 0 | 145 | 0 | 0 | 0 | 145 |
| Equipment Maint | 0 | 0 | 0 | 54 | 0 | 0 | 0 | 54 |
| **Sub-Total:** | **0** | **0** | **0** | **2,464** | **300** | **0** | **0** | **2,764** |
| | | | | | | | | |
| **ADMINISTRATION TOTAL:** | **0** | **0** | | **9,719** | **7,000** | **0** | **0** | **12,110** |

| | | Non Federal | | | |
|---|---|---|---|---|---|
| **ENROLLEE WAGES & BENEFITS** | **Federal** | **County** | **STATE** | **Other/In-Kind In-Kind** | **Project Tota** |
| PERSONNEL: (from 7/1/22- 6/30/23) | 0 | 0 | 0 | 0 | 0 |
| Paid Hours, **11 Enrollees** | 0 | 0 | 0 | 0 | 0 |
| 9 enrollees x 13hrspr wk x 25wks x $15pr hour | 0 | 0 | 0 | 0 | 0 |
| Wage/Hour = $15 07/1/22-12/31/22 | 43,875 | 0 | 0 | 0 | 43,875 |
| 9 enrollees x 13hrspr wk x 25wks x $16pr hour | 0 | 0 | 0 | 0 | 0 |
| Wage/Hour = $16 1/1/23-6/30/23 | 46,800 | 0 | 0 | 0 | 0 |
| Average Annual Hours = 650 | 0 | 0 | 0 | 0 | 0 |
| **FRINGE BENEFITS:** | 0 | 0 | 0 | 0 | 0 |
| FICA 7.65% | 6,937 | 0 | 0 | 0 | 6,937 |
| SUI 0.062% | 0 | 0 | 0 | 0 | 0 |
| Workers Compensation .064 | 3,174 | 0 | 0 | 0 | 3,174 |
| Physical Exam/ Other (such as computer training) | | 0 | 0 | 0 | 0 |
| Supportive Services | 612 | 0 | 0 | 0 | 612 |
| **Sub-Total:** | **101,398** | **0** | **0** | **0** | **101,398** |

| | | | | | Non-Federal | | | |
|---|---|---|---|---|---|---|---|---|
| **OTHER ENROLLEE COSTS:** | **Annual Rate** | **%FTE and % PTE** | **Title V % Time** | **FEDERAL** | **County** | **STATE*** | **Other/In-Kind In-Kind** | **Project Total** |
| *Orientation | 13,390 | 100.0% | 25% | 3,348 | 0 | 0 | 0 | 3,348 |
| *Assessment | 13,390 | 100.0% | 25% | 3,348 | 0 | 0 | 0 | 3,348 |
| *Recruitment/ Training ( | 13,390 | 100.0% | 25% | 3,348 | 0 | 0 | 15,091 | 18,439 |
| *Job Development/ Outr | 13,390 | 100.0% | 25% | 3,347 | 0 | 0 | 0 | 3,347 |
| Rent Fresno | 0 | 0% | 0% | 240 | 0 | 0 | 0 | 240 |
| Communications | 0 | 0% | 0% | 420 | 0 | 0 | 0 | 420 |
| Transportation-local/OC | 0 | 0% | 0% | 1,550 | 0 | 0 | 0 | 1,550 |
| Utilities | 0 | 0% | 0% | 420 | 0 | 0 | 0 | 420 |
| Supplies | 0 | 0% | 0% | 122 | 0 | 0 | 0 | 122 |
| Equip Maint/Janitorial | 0 | 0% | 0% | 336 | 0 | 0 | 0 | 336 |
| Payroll Service Fee | 0 | 0% | 0% | 714 | 0 | 0 | 0 | 714 |
| Postage | 0 | 0% | 0% | 40 | 0 | 0 | 0 | 40 |
| Liability Insurance | 0 | 0% | 0% | 0 | 0 | 0 | 0 | 0 |
| **Sub-Total Other Costs:** | | | | **17,233** | **0** | **0** | **15,091** | **32,324** |
| **GRAND TOTAL - ALL COSTS:** | | | | **128,350** | **7,000** | **0** | **15,091** | **145,832** |

**Exhibit B-2**

| | |
|---|---|
| Fiscal year 2022-2023 | |
| Total budgetted expenditures for F/Y 22/23 | |

| Total Revenue | 8977990 | 633110 | 441358 | 442176 | 461,203 | 1303192 | 403385 | 128350 | 68740 | 919980 | 174188 | 114382 | 796365 | 495656 | 894325 | 491867 | 497561 | 73343 | 38125 | 72684 | 528000 | 8977990 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

| A | B | F | H | I | J | K | L | P | | Q | | | | | | | | | | V | W | X |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Salaried Expenditures** | Projected Financial Statement | NAPCA | FRESNO HEP | HEP Imp. | S.B HEP | NCOA | SDC | ACAAA | ACAAA OARR 22/23 | SCSEP nat | Fresno | Fresno OARR fy 22/23 | Riverside | Riverside OARR fy 22/23 | Orange County | OC INFRASTRUCTURE 21/22 | OCAAA OARR FY 22/23 | Stanislaus | Stanislaus OARR | Gen fund SD | Gen fund SJV | Totals Combined |
| Salaries and Wages | 3865054 | 62583 | 277155 | 290545 | 287258 | 127463 | 53,774 | 106903 | 59448 | 649041 | 125777 | 81900 | 73901 | 369663 | 705501 | 33578 | 378703 | 52848 | 25427 | 25107 | 78479 | 3865054 |
| Fringe Benefits | 640350 | 15005 | 49675 | 48748 | 55663 | 26209 | 11,271 | 14548 | 9312 | 118834 | 16585 | 11180 | 23354 | 46869 | 83368 | 9299 | 51037 | 6417 | 5773 | 7778 | 29425 | 640350 |
| **Subtotal Labor** | **4505404** | **77588** | **326830** | **339293** | **342921** | **153672** | **65045** | **121451** | **68760** | **767875** | **142362** | **93080** | **97255** | **416532** | **788869** | **42877** | **429740** | **59265** | **31200** | **32885** | **107904** | 4505404 |
| | | | | | | | | | | | | | | | | | | | | | | |
| **Non-Salaried Expenditures** | | | | | | | | | | | | | | | | | | | | | | |
| Repairs and Maintenance | 38765 | 720 | 2700 | 3600 | 3380 | 3300 | 600 | 480 | | 9575 | | | 6900 | | 1425 | | | | | 0 | 6085 | 38765 |
| Rent/One stop infrastructure | 183630 | 3900 | 13760 | 6000 | 16980 | 33516 | 8490 | 600 | | 52227 | | | 15000 | | 13770 | 10000 | 6000 | 1000 | | 0 | 2387 | 183630 |
| Utilities | 55543 | 1500 | 7860 | 4500 | 5700 | 5100 | 1200 | 600 | | 13483 | | | 5700 | | 5100 | | | | | 1800 | 3000 | 55543 |
| Participant Costs | 2630998 | 546860 | 0 | | | 1068002 | 319873 | | | 0 | | | 635705 | | 60558 | | | | | 0 | 0 | 2630998 |
| Payroll/HA development | 35020 | 0 | 0 | | | | 2100 | 1020 | | 0 | | | | | | 28700 | 3200 | | | 0 | 0 | 35020 |
| Interest Expense | 0 | 0 | 0 | | | | | | | 0 | | | | | | | | | | 0 | 0 | 0 |
| Professional Fees | 198999 | 420 | 15975 | 12000 | 24658 | 21083 | 900 | 900 | | 20838 | 2000 | 3200 | 10045 | 1500 | 8020 | 56309 | 5871 | 1080 | 500 | 12500 | 1200 | 198999 |
| Insurance | 50253 | 100 | 2750 | 2035 | 1800 | 1743 | 125 | 145 | | 2499 | | | 2424 | | 350 | | | | | 0 | 36282 | 50253 |
| Student supplies/grad | 45101 | 0 | 13002 | 22499 | 9600 | | | | | | | | | | | | | | | 0 | 0 | 45101 |
| Student Expenses/Sup services | 29499 | 0 | 6220 | | | | | | | | 499 | 1800 | | 3980 | | 17000 | | | | 0 | 0 | 29499 |
| Student Testing Fees | 57275 | 0 | 21000 | 21275 | 15000 | | | | | | | | | | | | | | | 0 | 0 | 57275 |
| Prop. Man. Operations | 0 | 0 | 0 | | | | | | | | | | | | | | | | | 0 | 0 | 0 |
| Travel | 140171 | 1784 | 3480 | 9405 | 10640 | 5850 | 2222 | 1542 | 0 | 20170 | 3644 | 2975 | 9050 | 5000 | 5371 | 19981 | 5000 | 1057 | 500 | 2500 | 30000 | 140171 |
| Communications/Marketing/Conferences | 107257 | 2100 | 2580 | 3300 | 4500 | 2700 | | 600 | | 9660 | | | 5700 | | 4920 | 67000 | 3206 | | | | 991 | 107257 |
| Postage | 3633 | 165 | 500 | 220 | 500 | 200 | 174 | 59 | | 1210 | | | 310 | | 295 | | | | | 0 | 0 | 3633 |
| Office/Computer/ Supplies/Equipment | 195150 | 1802 | 13002 | 8929 | 5100 | 5476 | 2656 | 341 | 0 | 14643 | 2200 | | 8276 | 6500 | 5647 | 105000 | 6099 | 750 | 729 | | 8000 | 195150 |
| Other Expenditures /PWF/ORIEN.+ASSESS./TRAINING/INC. ENROLLMENT/JOB DEV. | 368679 | | 11699 | 9120 | 20424 | 2550 | | | | 13500 | 23483 | 13327 | | 62144 | | 145000 | 38445 | 10191 | 5196 | 2400 | 11200 | 368679 |
| **Subtotal Non-Salaried** | 4139973 | 559351 | 114528 | 102883 | 118282 | 1149520 | 338340 | 6287 | 0 | 157805 | 31826 | 21302 | 699110 | 79124 | 105456 | 448990 | 67821 | 14078 | 6925 | 19200 | 99145 | 4139973 |
| | | | | | | | | | | | | | | | | | | | | | | |
| **TOTAL** | **8645377** | **636939** | **441358** | **442176** | **461203** | **1303192** | **403385** | **127738** | **68760** | **925680** | **174188** | **114382** | **796365** | **495656** | **894325** | **491867** | **497561** | **73343** | **38125** | **52085** | **207049** | **8645377** |
| Nets | 332613 | -3829 | 0 | 0 | 0 | 0 | 0 | 612 | | -5700 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20599 | 320951 | 332613 |

# 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**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**<br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| **C** | **Workers' Compensation (WC) and Employers Liability (EL)**<br>Required for all contractors with employees | WC: Statutory Limits<br>EL: $100,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions**<br>Includes endorsements of contractual liability | $1,000,000 per occurrence<br>$2,000,000 project aggregate |

**E** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, 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 minimum A.M. Best Rating of A- or better, 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:
   **Alameda County Social Services Agency Contracts Office, 1111 Jackson St., 1st floor, Oakland, CA 94607**

SER-FOR-01 MMUNIZ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2022

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

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

| PRODUCER | CONTACT NAME: Diana Ramos |
|---|---|
| DLL Insurance Agency<br>1843 E Fir Ave #102<br>Fresno, CA 93720 | PHONE (A/C, No, Ext): (559) 721-4706 FAX (A/C, No):<br>E-MAIL ADDRESS: dramos@dllinsurance.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Philadelphia Indemnity Insurance Company | 18058 |
| INSURER B : State Compensation Insurance Fund | 35076 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

SER-JOBS FOR PROGRESS, INC.
255 N Fulton St 106
Fresno, CA 93701-1600

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | | PHPK2469029 | 9/27/2022 | 9/27/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | PHPK2469029 | 9/27/2022 | 9/27/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | PHUB833993 | 9/27/2022 | 9/27/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 182774122 | 7/1/2022 | 7/1/2023 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Professional Liab | | | PHPK2469029 | 9/27/2022 | 9/27/2023 | Limit | 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**County of Alameda, its Board Of Supervisors, the individual Members thereof,and all County officers Agents, employees, volunteers, and reprsentatives General Liability and Auto are Primary Insurance. Primary wording applies. Certificate Holder is named as Addtional Insured with respects to the General Liability.**

**CERTIFICATE HOLDER**

County of Alameda Contracts Office
2000 San Pablo Ave.
Oakland, CA 94612

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

| Coverage Applicable | Limit of Insurance | Page # |
|---|---|---|
| Extended Property Damage | Included | 2 |
| Limited Rental Lease Agreement Contractual Liability | $50,000 limit | 2 |
| Non-Owned Watercraft | Less than 58 feet | 2 |
| Damage to Property You Own, Rent, or Occupy | $30,000 limit | 2 |
| Damage to Premises Rented to You | $1,000,000 | 3 |
| HIPAA | Clarification | 4 |
| Medical Payments | $20,000 | 5 |
| Medical Payments – Extended Reporting Period | 3 years | 5 |
| Athletic Activities | Amended | 5 |
| Supplementary Payments – Bail Bonds | $5,000 | 5 |
| Supplementary Payment – Loss of Earnings | $1,000 per day | 5 |
| Employee Indemnification Defense Coverage | $25,000 | 5 |
| Key and Lock Replacement – Janitorial Services Client Coverage | $10,000 limit | 6 |
| Additional Insured – Newly Acquired Time Period | Amended | 6 |
| Additional Insured – Medical Directors and Administrators | Included | 7 |
| Additional Insured – Managers and Supervisors (with Fellow Employee Coverage) | Included | 7 |
| Additional Insured – Broadened Named Insured | Included | 7 |
| Additional Insured – Funding Source | Included | 7 |
| Additional Insured – Home Care Providers | Included | 7 |
| Additional Insured – Managers, Landlords, or Lessors of Premises | Included | 7 |
| Additional Insured – Lessor of Leased Equipment | Included | 7 |
| Additional Insured – Grantor of Permits | Included | 8 |
| Additional Insured – Vendor | Included | 8 |
| Additional Insured – Franchisor | Included | 9 |
| Additional Insured – When Required by Contract | Included | 9 |
| Additional Insured – Owners, Lessees, or Contractors | Included | 9 |
| Additional Insured – State or Political Subdivisions | Included | 10 |


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| | | |
|---|---|---|
| Duties in the Event of Occurrence, Claim or Suit | Included | 10 |
| Unintentional Failure to Disclose Hazards | Included | 10 |
| Transfer of Rights of Recovery Against Others To Us | Clarification | 10 |
| Liberalization | Included | 11 |
| Bodily Injury – includes Mental Anguish | Included | 11 |
| Personal and Advertising Injury – includes Abuse of Process, Discrimination | Included | 11 |

**A. Extended Property Damage**

**SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES**, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**


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**LIABILITY**, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

**1.** If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

**a.** The last paragraph of **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

**b. SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

**c. SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

**2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

**3.** The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:


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**a.** $1,000,000; or

**b.** The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**F. HIPAA**

**SECTION I – COVERAGES**, **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

**1.** Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

**2.** Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

**a. Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

**b. Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

**c. Other Remedies**

Any remedy other than monetary damages for penalties assessed.

**d. Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

**3. SECTION V** – **DEFINITIONS** is amended to include the following additional definitions:

**a.** "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

**b.** "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

**c.** "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.


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**G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

**1.** The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

**a.** $20,000; or
**b.** The Medical Expense Limit shown in the Declarations of this Coverage Part.

**2. SECTION I – COVERAGE**, **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES**, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

**1. b.** is deleted in its entirety and replaced by the following:

**1. b.** Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

**1.d.** is deleted in its entirety and replaced by the following:

**1. d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.


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**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

**a.** "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

**b.** "Employee" means:

**(1)** Any natural person:

**(a)** While in your service or for 30 days after termination of service;

**(b)** Who you compensate directly by salary, wages or commissions; and

**(c)** Who you have the right to direct and control while performing services for you; or

**(2)** Any natural person who is furnished temporarily to you:

**(a)** To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

**(b)** To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

**(3)** "Employee" does not mean:

**(a)** Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

**(b)** Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

**c.** "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

**1.** If coverage for newly acquired or formed organizations is not otherwise excluded from this


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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

**a.** Coverage under this provision is afforded until the end of the policy period.

**2.** Each of the following is also an insured:

**a. Medical Directors and Administrators –** Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

**b. Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

**c. Broadened Named Insured –** Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

**d. Funding Source** – Any person or organization with respect to their liability arising out of:

**(1)** Their financial control of you; or

**(2)** Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**e. Home Care Providers –** At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

**f. Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

**(1)** Any "occurrence" which takes place after you cease to be a tenant in that premises; or

**(2)** Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

**g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You –** Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or


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organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

**h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

**(1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

**(a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

**(b)** The construction, erection, or removal of elevators; or

**(c)** The ownership, maintenance, or use of any elevators covered by this insurance.

**i. Vendors** – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

**(1)** The insurance afforded the vendor does not apply to:

**(a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**(b)** Any express warranty unauthorized by you;

**(c)** Any physical or chemical change in the product made intentionally by the vendor;

**(d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**(e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**(f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;


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**(g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**(h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(i)** The exceptions contained in Sub-paragraphs **(d)** or (**f**); or

**(ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**(2)** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

**j. Franchisor –** Any person or organization with respect to their liability as the grantor of a franchise to you.

**k. As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

**l. Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

**(a)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**(b)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


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**m. State or Political Subdivisions –** Any state or political subdivision as required, subject to the following provisions:

**(1)** This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

**(2)** This insurance does not apply to:

**(a)** "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

**(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2.** is amended as follows:

**a.** is amended to include:

This condition applies only when the “occurrence” or offense is known to:

**(1)** You, if you are an individual;

**(2)** A partner, if you are a partnership; or

**(3)** An executive officer or insurance manager, if you are a corporation.

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or “suit” is known to:

**(1)** You, if you are an individual;

**(2)** A partner, if you are a partnership; or

**(3)** An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**


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**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

**a.** Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

**b.** Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

**1. SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

**2. SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

**a.** Done intentionally by or at the direction of, or with the knowledge or consent of:

**(1)** Any insured; or

**(2)** Any executive officer, director, stockholder, partner or member of the insured;

**b.** Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;


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**c.** Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

**d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.


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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 E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: SER-Jobs for Progress, Inc.

PRINCIPAL: Jesús Padrón TITLE: Executive Director

SIGNATURE: DocuSigned by: Jesus Padron 59703F1706FC415... DATE: 12/23/2022

# EXHIBIT G

# ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

C. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

E. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials**.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

    a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

    b. Meeting Contract performance requirements; or

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

(a) Are *not used* as a substantial or essential component of any system; and

(b) Are *not used* as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II**.** **Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ''Anti-Kickback'' Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland ''Anti-Kickback'' Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# EXHIBIT G-1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

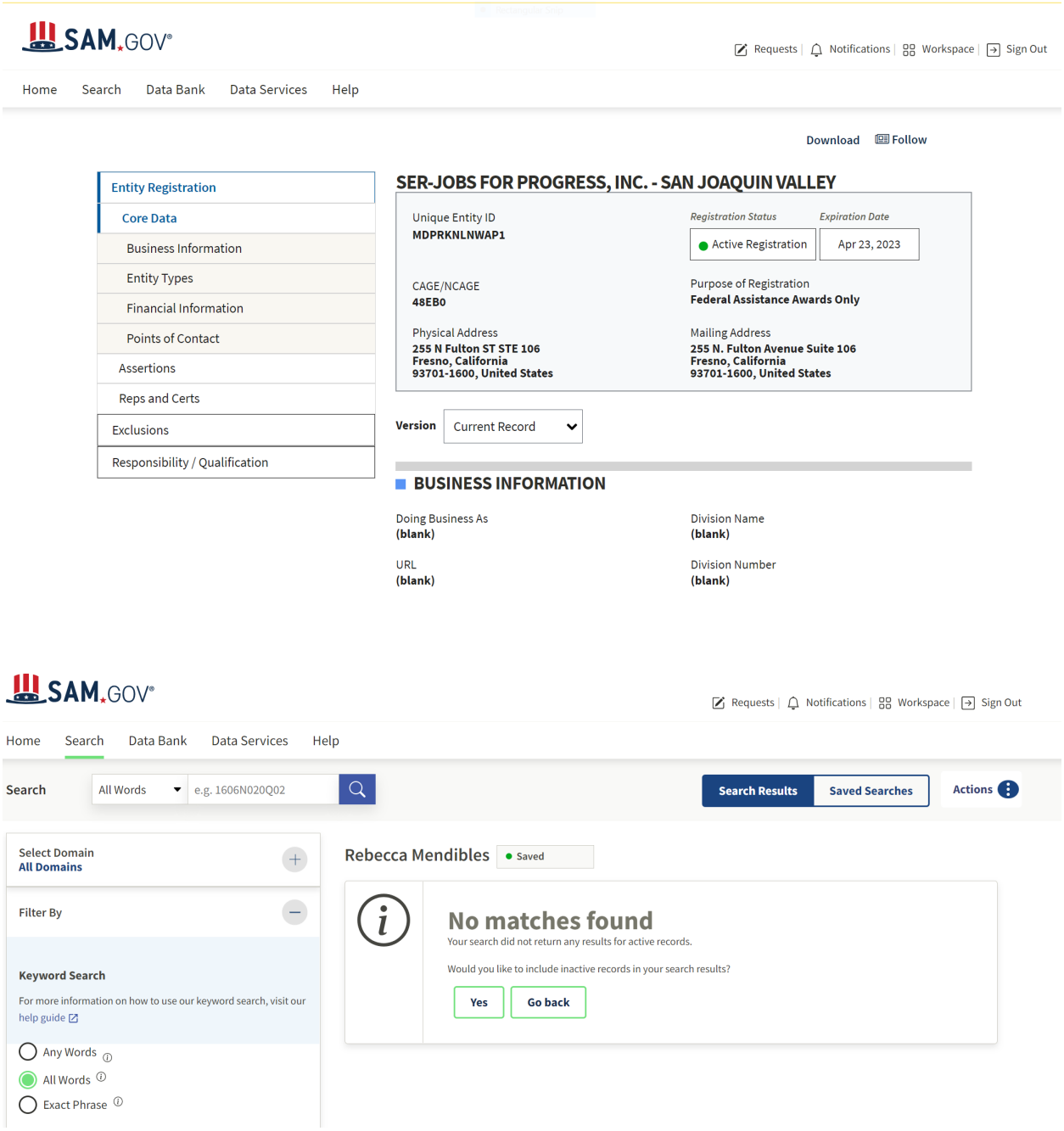
Contractor, SER-jobs for Progress, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Jesus Padron
19709E1306F4216...
Signature of Contractor's Authorized Official

12/23/2022
Date

Jesús Padrón
Name

Executive Director
Title


SAM.GOV
Requests | Notifications | Workspace | Sign Out
Home Search Data Bank Data Services Help
Download Follow
Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Points of Contact
Assertions
Reps and Certs
Exclusions
Responsibility / Qualification
SER-JOBS FOR PROGRESS, INC. - SAN JOAQUIN VALLEY
Unique Entity ID
MDPRKNLNWAP1
Registration Status
Active Registration
Expiration Date
Apr 23, 2023
CAGE/NCAGE
48EB0
Purpose of Registration
Federal Assistance Awards Only
Physical Address
255 N Fulton ST STE 106
Fresno, California
93701-1600, United States
Mailing Address
255 N. Fulton Avenue Suite 106
Fresno, California
93701-1600, United States
Version
Current Record
BUSINESS INFORMATION
Doing Business As
(blank)
Division Name
(blank)
URL
(blank)
Division Number
(blank)


SAM.GOV
Requests | Notifications | Workspace | Sign Out
Home Search Data Bank Data Services Help
Search
All Words
e.g. 1606N020Q02
Search Results
Saved Searches
Actions
Select Domain
All Domains
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Any Words
All Words
Exact Phrase
Rebecca Mendibles
Saved
No matches found
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Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Points of Contact
Assertions
Reps and Certs
Exclusions
Responsibility / Qualification

# SER-JOBS FOR PROGRESS, INC. - SAN JOAQUIN VALLEY

Unique Entity ID
**MDPRKNLNWAP1**

*Registration Status*: Active Registration
*Expiration Date*: Apr 23, 2023

CAGE/NCAGE
**48EB0**

Purpose of Registration
**Federal Assistance Awards Only**

Physical Address
**255 N Fulton ST STE 106**
**Fresno, California**
**93701-1600, United States**

Mailing Address
**255 N. Fulton Avenue Suite 106**
**Fresno, California**
**93701-1600, United States**

**Version** Current Record

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** **Afghan Elderly Association**

**Service Category:** **Telephone Reassurance**

**Originating Staff**

**Name:** Maaza Michael **Date:** **1/10/2023**

1. **AAA Supervisor Review (Delbert)**

   **Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 1/10/2023

2. **AAA Director Review (Jennifer)**

   **Signature:** DocuSigned by: Jennifer Stephen-Pierre C3ECA36ACC0F421... **Date:** 1/10/2023

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

   **Signature:** DocuSigned by: Bruce Lewitt C75C3AC3226D448... **Date:** 1/11/2023

5. **Financial Analyst (Diogo)**

   **Signature:** DocuSigned by: Diogo Euclasio 5CD82AC7412E4A2... **Date:** 1/11/2023

6. **Interim Finance Director (Robert)**

   **Signature:** DocuSigned by: Robert Woolley 054B7D50DF1847B...

   **Date to SSA Director for Signature:** 1/11/2023

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| | |
|---|---|
| ALOLINK Master Contract #: **900146**<br>Supplier ID #: **48001** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888 / 6** |

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900146** ("Master Contract") made and entered into by and between **Afghan Elderly Association** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**SENIOR INJURY PREVENTION PROGRAM SERVICES FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $20,400.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...

Andrea Ford

Title: Social Services Agency Director

Date: 1/11/2023

**CONTRACTOR**

By: DocuSigned by: Hamida Obeid 0EE7F02A552A494...

Hamida Obeid

Title: Executive Director

Date: 1/1/2023

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **48001** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900146** Procurement Contract #: **24079** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **33615** | | | **$ 16,661** | **$ 16,661** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 3,739** | **$ 3,739** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2128-A** Contract Maximum: **$20,400**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Maaza Michael** Telephone #: **(510) 577-3531** QIC Code: **24551**

Contractor Name: **Afghan Elderly Association**

Project Name: **Telephone Reassurance**

Contractor Address: **33532 Third Street, Union City CA 94587**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **2**

BOS Dist. #: **2**

Contractor Telephone #: **(510) 574-2059** Fax #: **(510) 574-2054** E-mail (Signatory): **Hobeid@fremont.gov**

Contractor Contact Person: **Hamida Obeid** E-mail (Contact): **Hobeid@fremont.gov**

Contract Service Category: **Telephone Reassurance - IIIB** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$20,400** | | | | |
| Amount of Encumbrance | **$ 20,400** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | | | | |

| Funding Source Allocation: | Federal - CFDA #: **N/A** | State | County | **Measure A** |
|---|---|---|---|---|
| | **$16,661** | | **$ 3,739** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF387EBC493... Signature

**Andrea Ford**
Print or Type Name

Title **Social Services Agency Director** Date 1/11/2023

**CONTRACTOR**

By DocuSigned by: Hamida Obeid 0EE7F02A552A494... Signature

**Hamida Obeid**
Print or Type Name

Title **Executive Director** Date 1/1/2023

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

# EXHIBIT A

## PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **Afghan Elderly Association,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 - June 30, 2023** |
| **Type of Services** | **Telephone Reassurance** Services (Title IIIB, Fed. Catalog # 93.044) |

## I. PROGRAM GOALS

A. Telephone Reassurance Services are provided to socially isolated functionally impaired individuals 60 years of age or older in order to provide contact and safety checks for reassurance and support and to assist older individuals to remain living independently in their homes.

B. Telephone Reassurance Services provide reassurance and comfort through visits or by telephone to individuals having difficulty with one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, or doing light housework.

C. Services shall be targeted to older residents of **Central** Alameda County (Ashland, Castro Valley, Cherryland, Fairview, Hayward, San Leandro, and San Lorenzo), **North** Alameda County (Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont), with a special emphasis on low-income minority Older Adults. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to,

workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure in accordance with AAA Policies and Procedures guidelines. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of

the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing s services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

    a. 30-days of the start date of this Contract,
    b. 30-days of the start date of any new employee, volunteer, or subcontractor,
    c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

    a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI

is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

## C. SERVICE OBJECTIVES

1. Telephone Reassurance programs shall be available, staffed, and provide direct services at the older adult's residence.

2. Services shall be targeted to socially isolated Older Adults, who may be functionally impaired, and who are at risk of institutionalization due to physical or cognitive problems, lack of adequate informal support system, or caregiver burnout.

3. Telephone Reassurance services shall be carried out by trained volunteers under the supervision management of agency staff. All new volunteers who enter the program shall be given an orientation regarding the nature of the Telephone Reassurance Program.

4. A face-to-face assessment interview shall be conducted with each older adult requesting a friendly visitor in the older adult's place of residence.

5. The Project Manager or Telephone Reassurance Services Coordinator shall make matches of older adults with Telephone Reassurance Program volunteers to ensure that the match is compatible. The Telephone Reassurance Coordinator shall: **(*These tasks shall not be designated to a volunteer.)***

    a. Screen potential volunteers through telephone and personal contact.
    b. Assess referrals of Older Adults to the Telephone Reassurance program from agencies, family members, social workers, and Older Adults to determine expectations, suitability for the program, and time needed to make an appropriate match.
    c. Assess Older Adults in need of a match.
    d. Match volunteers and Older Adults based on suitable criteria.

e. Make follow-up calls to Older Adults and volunteers to determine success of match, identify and address problems, and provide support to both Older Adults and volunteers.
f. Respond to concerns of Older Adults and volunteers regarding the program.
g. Provide program information to individuals interested in serving as Friendly Visitors.
h. Compile and maintain a file of volunteers, including documentation of volunteer hours and services provided.

6. Telephone Reassurance program service activity shall consist of each older adult receiving at least one Telephone Reassurance contact from a friendly visitor each week.

7. Telephone Reassurance program shall work with local senior centers, volunteer centers, and other community organizations to seek referrals and new volunteers to participate in the program.

8. The number of Older Adults receiving Telephone Reassurance Services shall be reported monthly on AAA 186 MIS Report.

D. **MIS UNITS OF SERVICE**

1. Contractor shall perform the following units of service during this contract period in a manner that distributes them reasonably and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older as follows

<u>North</u>

| | |
|---|---|
| b. Aged 75 and older | 30% |
| c. Low-Income (Greatest Economic Need) | 32% |
| c. Functionally Impaired | 30% |
| d. Minority | 52% |

<u>Central</u>

| | |
|---|---|
| a. Aged 75 and older | 30% |
| b. Low-Income (Greatest economic need) | 25% |
| c. Functionally Impaired | 30% |
| d. Minority | 54% |

3. Contractor shall provide Telephone Reassurance services to a minimum of fifty-three (53) New Older Adults (Unduplicated Clients) during the annual contract period. (Number of new Older Adults receiving services for the first time will be reported monthly on the AAA 186).

4. Contractor shall provide a minimum of one thousand two hundred (1,200) Telephone Reassurance services during the annual contract period.

| **# OF NEW OLDER ADULTS TO BE SERVED** ANNUALLY | **SERVICE UNIT NAME** | **NUMBER OF UNITS TO BE PROVIDED** | |
|---|---|---|---|
| | | **ANNUALLY** | **MONTHLY** (approx.) |
| 53 | Telephone Reassurance | 1,200 | 100 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title III B and III D:** Individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

2. **New Older Adult:** An individual 60 years or older, who receives service through the terms of this contract as of July 1 of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Older Adult receiving services related to this grant is counted only once during the contract year.
**UNIT of Measurement: one contact per contract period**

3. **Telephone Reassurance:** Visit a client to provide contact and safety checks to reassure and support older individuals. **Unit of Measurement: one hour**

4. **Aged 75 and older:** An Older Adult who is 75 years of age and older.

5. **Low-Income (Greatest Economic Need):** Having monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

6. **Functionally Impaired:** Appears (on the basis of initial observation or reports) to be unable to independently and safely perform activities of daily living (ADLs) - bathing, dressing, toileting, eating, getting in/out of bed, and walking - and/or instrumental activities of daily living (IADLs) - doing heavy housework, doing light housework, shopping, preparing meals, managing medications, using a telephone, managing money, or transportation ability.

7. **Minority:** A member of any race other than Caucasian. Minority races include American Indian/Alaska Native, African American/Black, Asian, Asian Indian,

Cambodian, Chinese, Filipino, Japanese, Korean, Laotian, Vietnamese, Other Asian, Native Hawaiian/Pacific Islander, Guamanian, Hawaiian, Samoan, Other Pacific Islander, any Other Race.

8. **Child:** An individual who is not more than eighteen (18) years of age.

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

1. **Supportive Services**

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

### B. NON-COMPLIANCE: STAGES OF SANCTIONS

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) workday after the monthly invoice, activity report, other required reports are

due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) workday, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.
d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.
e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.
f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is

available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or

standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

## O. LOBBYING CERTIFICATION

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities" (Attachment C) in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

   a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
   b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

   a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
   b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

   a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit

requirements.

b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

a. Albany Senior Center
846 Masonic
Albany, CA 94706
510-524-9122

b. Oakland Department on Aging
200 Grand Avenue
Oakland, CA 94610
510-238-3284

c. J-Sei, Inc.
1285 66th St.
Emeryville, CA 94608
510-654-4000

d. North Berkeley Senior Center
1901 Hearst St.
Berkeley, CA 94710
510-981-5190

e. South Berkeley Senior Center
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

f. Emeryville Senior Center
4321 Salem St.
Emeryville, CA 94608
510-596-3730

g. Fruitvale San Antonio Senior Center
3301 E. 12th Street, Suite 201
Oakland, CA 94601
510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

a. Dublin Senior Center
7600 Amador Valley Blvd.
Dublin, CA 94568
925-556-4511

b. Pleasanton Department of Parks and Community Services
5353 Sunol Blvd.
Pleasanton, CA 94566
925-931-5365

c. Livermore Senior Services Center
4444 East Avenue
Livermore, CA 94550
925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## V. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

## W. PRIORITY HIRING CONSIDERATIONS

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

## X. PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

## Y. SAME-SEX MARRIAGE

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of

celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.211 (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be

forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known*: 4c | | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

**EXHIBIT B-1**

**ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET**

Contractor: Afghan Elderly Association

Contract Term: 07/01/2022 - 06/30/2023

**MIS Program: Telephone Reassurance Program**

| SECTION 1 SALARIES AND EMPLOYEE BENEFITS | | | | |
|---|---|---|---|---|
| **1.1 PAID STAFF (FTE = __ hrs/wk)** | **TOTAL PROJECT** | **AAA FUNDED** | **OTHER** | |
| **List # pos., %FTE, wages** | **BUDGET (1)** | **PROJECT BUDGET (2)** | **CASH (3)** | **IN-KIND (4)** |
| Program Assistant (1 FT) | 4,200 | 4,200 | 0 | 0 |
| $32,500 Annual | 0 | 0 | 0 | 0 |
| Executive Director | 12,830 | 4,800 | 8,030 | 0 |
| $47,900 Annual | 0 | 0 | 0 | 0 |
| Health Promoters (4) | 6,000 | 6,000 | 0 | 0 |
| $51,500 Annually Combined | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal** | **23,030** | **15,000** | **8,030** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | |
| FICA: rate 7.65% | 1,753 | 1,143 | 610 | 0 |
| SUI/ETT: rate 1.5% | 225 | 225 | 0 | 0 |
| SDI : rate 1.1% | 52 | 52 | 0 | 0 |
| Staff Benefits/Health Insurance | 0 | 0 | 0 | 0 |
| Workers' Comp. | 1,500 | 1,500 | 0 | 0 |
| Retirement | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal** | **3,530** | **2,920** | **610** | **0** |
| **1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)** | | | | |
| Volunteers-Telephone (1600) 30 min calls | 48,000 | 0 | 0 | 48,000 |
| Program Coordinator-$50,000 annually | 5,000 | 0 | 0 | 5,000 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtota** | **53,000** | **0** | **0** | **53,000** |
| **TOTAL SALARY/BENEFIT BUDGET (Sections 1.1, 1.2, 1.3)** | **79,560** | **17,920** | **8,640** | **53,000** |

::

## SECTION 2 SERVICES AND SUPPLIES

| 2.1 TRAVEL AND TRAINING | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER CASH (3) | OTHER IN-KIND (4) |
|---|---|---|---|---|
| Staff Travel: ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| Conferences/Conventions | 0 | 0 | 0 | 0 |
| Staff Training | 0 | 0 | 0 | 0 |
| Vol.Travel: ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| **Subtotal** | **0** | **0** | **0** | **0** |
| **2.2 OCCUPANCY** | | | | |
| Rent or Mortgage | 3,600 | 0 | 0 | 3,600 |
| Telephone | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Janitorial/Maintenance | 0 | 0 | 0 | 0 |
| General Liability Ins. | 510 | 510 | 0 | 0 |
| **Subtotal** | **4,110** | **510** | **0** | **3,600** |
| **2.3 OTHER BUDGET COSTS** | | | | |
| Supplies/Postage | 200 | 200 | 0 | 0 |
| Home Modifications | 0 | 0 | 0 | 0 |
| Printing/Copying | 750 | 750 | 0 | 0 |
| Accounting/Payroll Fees | 1,020 | 1,020 | 0 | 0 |
| Bookkeeping Services/Audit Costs | 0 | 0 | 0 | 0 |
| Membership/Dues/Subscrip. | 0 | 0 | 0 | 0 |
| Other: | 0 | 0 | 0 | 0 |
| Food | 0 | 0 | 0 | 0 |
| Food Supplies | 0 | 0 | 0 | 0 |
| **Subtotal** | **1,970** | **1,970** | **0** | **0** |
| **2.4 VEHICLE BUDGET** | | | | |
| Gas/Oil ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| Maintenance/Repairs | 0 | 0 | 0 | 0 |
| Vehicle Insurance | 0 | 0 | 0 | 0 |
| Other: | 0 | 0 | 0 | 0 |
| **Subtotal** | **0** | **0** | **0** | **0** |
| **TOTAL SERVICES/SUPPLIES BUDGET** | **6,080** | **2,480** | **0** | **3,600** |

## SECTION 3 CAPITAL EQUIPMENT

| Capital Equipment *List Items Costing $5.000+ (Include Funding Source)* | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER CASH (3) | OTHER IN-KIND (4) |
|---|---|---|---|---|
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **TOTAL CAPITAL EQUIPMENT BUDGET** | **0** | **0** | **0** | **0** |
| **GRAND TOTAL BUDGET (Sections 1 - 3)** | **85,640** | **20,400** | **8,640** | **56,600** |

## SECTION 4 REVENUES

| REVENUE SOURCES | Total Project Funds | AAA Project Funding | Other CASH | Other IN-KIND | Committed Funds |
|---|---|---|---|---|---|
| **Non-Match:** | 0 | 0 | 0 | 0 | 0 |
| Office Space/Rent | 3,600 | 0 | 0 | 3,600 | 0 |
| Program Coordinator | 5,000 | 0 | 0 | 5,000 | 0 |
| Volunteers | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal** | **8,600** | **0** | **0** | **8,600** | **0** |
| **Match:** | 0 | 0 | 0 | 0 | 0 |
| Volunteers | 48,000 | 0 | 0 | 48,000 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal** | **48,000** | **0** | **0** | **48,000** | **0** |
| Title III Client Donations (if applicable) | 8,640 | | 8,640 | 0 | 8,640 |
| Title III Funds | 0 | 0 | 0 | 0 | 0 |
| County General Funds (if applicable): | 3,739 | 3,739 | 0 | 0 | 3,739 |
| Older Americans Act (OAA)/State | 16,661 | 16,661 | 0 | 0 | 16,661 |
| **TOTAL FUNDS** | **85,640** | **20,400** | **8,640** | **56,600** | **29,040** |

## SECTION 5 DEDUCTIVE FORMULA (Title III Funded Programs Only)

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET | 85,640 |
| 2.) {LESS} COUNTY GENERAL FUNDS | 3,739 |
| 3.) {LESS} OTHER NON-MATCH FUNDS | 8,600 |
| 4.) {EQUALS} TITLE III BUDGET COSTS TO BE MATCHED | 73,301 |
| 5.) {LESS} TITLE III MATCH FUNDS [minimum of 10% OF LINE 4] | 48,000 |
| 6.) {LESS} TITLE III CLIENT DONATIONS | 8,640 |
| 7.) {EQUALS} EARNED TITLE III FUNDS | 16,661 |
| **8.) TOTAL CONTRACT FUNDING (LINE 2+7)** | **20,400** |

| Afghan Elderly Association Budget for the Fiscal Year JULY 1 , 2022- JUNE 30, 2023 | General Support Fundraising (Projected) | County of Alameda Area Agency on Aging Info and Assistance Program | County of Alameda Area Agency on Aging SIPP Program | County of Alameda Area Agency on Aging Visiting Program | County of Alameda Congregate Meals/ Telephone Assurance Program | City of Fremont Measure A Disease Prevention Program | City of Fremont Refugee Help Program | Total For 12 months (Formula) |
|---|---|---|---|---|---|---|---|---|
| **Projected Revenue** | | | | | | | | |
| County of Alameda - AAA -Telephone Assurance | | | | | $ 20,400.00 | | | $ 20,400.00 |
| County of Alameda - AAA - Information & Assistance | | $ 25,000.00 | | | | | | $ 25,000.00 |
| County of Alameda - AAA - SIPP-Med | | | $ 21,300.00 | | | | | $ 21,300.00 |
| County of Alameda - AAA - Visiting | | | | $ 6,120.00 | | | | $ 6,120.00 |
| City of Fremont | | | | | | $ 95,000.00 | $ 20,000.00 | $ 115,000.00 |
| Other Foundation Grants | $ 10,000.00 | | | | | | | $ 10,000.00 |
| Individual Contributions | $ 750.00 | | | | | | | $ 750.00 |
| Client Donation | | | $ 100.00 | $ 100.00 | | | | $ 200.00 |
| Membership Fees | $ 2,500.00 | | | | | | | $ 2,500.00 |
| Special Events/Fundraising | $ 11,000.00 | | | | | | | $ 11,000.00 |
| Food Sales/Lunch Donations | | | | | $ 8,640.00 | | | $ 8,640.00 |
| Interest Income | $ 5.00 | | | | | | | $ 5.00 |
| Cash Reserves | $ 4,807.00 | | | | | | | $ 4,807.00 |
| Inkind Contributions | $ - | $ 23,600.00 | $ 18,600.00 | $ 13,600.00 | $ 56,600.00 | $ - | $ - | $ 112,400.00 |
| **Total Revenue** | $ 29,062.00 | $ 48,600.00 | $ 40,000.00 | $ 19,820.00 | $ 85,640.00 | $ 95,000.00 | $ 20,000.00 | $ 338,122.00 |
| | **9%** | **14%** | **12%** | **6%** | **25%** | **28%** | **6%** | |

| Projected Expenses | General Support Fundraising (Projected) | County of Alameda Area Agency on Aging Info and Assistance | County of Alameda Area Agency on Aging SIPP-Med Management | County of Alameda Area Agency on Aging Visiting | Congregate/ Telephone Assurance Site Program | City of Fremont Measure A Disease Prevention | City of Fremont Refugee Help | Total For 12 months |
|---|---|---|---|---|---|---|---|---|
| **PERSONNEL** | | | | | | | | |
| Executive Director | $ 4,800.00 | $ 4,800.00 | $ 4,800.00 | $ 2,400.00 | $ 2,400.00 | $ 23,200.00 | $ 5,500.00 | $ 47,900.00 |
| Executive Director Vac Payout | $ 2,175.00 | | | | | | | $ 2,175.00 |
| Admin Assistant | $ 3,200.00 | $ 4,800.00 | $ 2,000.00 | $ 1,000.00 | $ 2,000.00 | $ 19,000.00 | $ 500.00 | $ 32,500.00 |
| Health Promoters | | $ 8,500.00 | $ 3,000.00 | $ 1,000.00 | $ 5,000.00 | $ 26,000.00 | $ 7,000.00 | $ 50,500.00 |
| Immigration Specialist | | | | | | | $ 4,000.00 | $ 4,000.00 |
| Workers Comp | $ 800.00 | $ 1,810.00 | $ 1,053.00 | $ 500.00 | $ 940.00 | $ 6,820.00 | $ 1,700.00 | $ 13,623.00 |
| Payroll Taxes | 612.0000 | $ 1,515.00 | $ 750.00 | $ 337.00 | $ 720.00 | $ 5,230.00 | $ 1,300.00 | $ 10,464.00 |
| **PROFESSIONAL SERVICES** | | | | | | | | $ - |
| Home Modifications | | | $ 6,500.00 | | | | | $ 6,500.00 |
| Accounting/Payroll Fees | $ 1,000.00 | $ 1,250.00 | $ 1,065.00 | $ 306.00 | $ 1,020.00 | $ 9,500.00 | $ - | $ 14,141.00 |
| Audit | $ - | | | | | | | $ - |
| **INKIND** | | | | | | | | $ - |
| Volunteers | | | | | $ 48,000.00 | | | $ 48,000.00 |
| Program Coordinator | | $ 20,000.00 | $ 15,000.00 | $ 10,000.00 | $ 5,000.00 | | | $ 50,000.00 |
| Office Space/Building Rental | | $ 3,600.00 | $ 3,600.00 | $ 3,600.00 | $ 3,600.00 | | | $ 14,400.00 |
| **TRANSPORTATION** | | | | | | | | $ - |
| Mileage reimbursement/travel | $ 750.00 | $ 750.00 | $ 750.00 | $ 150.00 | | | | $ 2,400.00 |
| **SUPPLIES** | | | | | | | | $ - |
| Food/Staff Meals | $ 6,250.00 | | | | $ 15,300.00 | | | $ 21,550.00 |
| Kitchen supplies | | | | | $ 200.00 | | | $ 200.00 |
| Office supplies/postage/other | $ 500.00 | $ 200.00 | $ 200.00 | $ 200.00 | $ 200.00 | | | $ 1,300.00 |
| **OTHER EXPENSES** | | | | | | | | $ - |
| Bank Charges | $ 50.00 | | | | | | | $ 50.00 |
| Rent and Utilities and Storage | $ 500.00 | | | | | $ 500.00 | | $ 1,000.00 |
| Computer Software/Website | $ 725.00 | | | | | | | $ 725.00 |
| Program Exp-Misc./Petty | $ 50.00 | | | | | | | $ 50.00 |
| Fundraising/Special Event Exp. | $ 4,000.00 | | | | | | | $ 4,000.00 |
| Insurance (Liability) | $ 500.00 | $ 625.00 | $ 532.00 | $ 77.00 | $ 510.00 | $ 4,750.00 | | $ 6,994.00 |
| Marketing & Membership | $ 3,000.00 | $ 750.00 | $ 750.00 | $ 250.00 | $ 750.00 | | | $ 5,500.00 |
| Taxes and License | $ 50.00 | | | | | | | $ 50.00 |
| Miscellaneous | $ 100.00 | | | | | | | $ 100.00 |
| **Total Expenses** | **$ 29,062.00** | **$ 48,600.00** | **$ 40,000.00** | **$ 19,820.00** | **$ 85,640.00** | **$ 95,000.00** | **$ 20,000.00** | **$ 338,122.00** |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Net Excess Projected Revenue over Expenses** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |

# EXHIBIT C
# INSURANCE REQUIREMENTS

## 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 minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

| | TYPE OF INSURANCE COVERAGES | MINIMUM LIMITS |
|---|---|---|
| A | **Commercial General Liability**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| B | **Commercial or Business Automobile Liability**<br>All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)<br>Any Auto or Hired and Non-Owned Autos<br>Bodily Injury and Property Damage |
| C | **Workers' Compensation (WC) and Employers Liability (EL)**<br>As required by State of California | WC: Statutory Limits<br>EL: No less than $1,000,000 per accident for bodily injury or disease |

**D** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. 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. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by 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. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
6. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
7. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/9/2022

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

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

| | |
|---|---|
| PRODUCER<br>Arthur J. Gallagher & Co.<br>Insurance Brokers of CA., Inc.<br>500 N. Brand Blvd, Suite 100<br>Glendale CA 91203<br>License#: 0726293 | CONTACT NAME: Gina Bonafede<br>PHONE (A/C, No, Ext): 818-539-8617 FAX (A/C, No):<br>E-MAIL ADDRESS: Gina_Bonafede@ajg.com |
| INSURED<br>The Afghan Elderly Association<br>3300 Capitol Avenue<br>Fremont, CA 94538<br>AFGHELD-01 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Nonprofits' Insurance Alliance of CA — 10023<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 638015838 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | | 2022-08624 | 9/1/2022 | 9/1/2023 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | 2022-08624 | 9/1/2022 | 9/1/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED [ ] RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Social Service Professional Liab | | | 2022-08624 | 9/1/2022 | 9/1/2023 | Per Claim:<br>Aggregate: | $1,000,000<br>$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy: Liquor Liability
Policy#: 2022-08624
Policy term: 9/1/2022 to 9/1/2023
Carrier: Nonprofits' Insurance Alliance of CA
Per Claim: $1,000,000, Aggregate: $1,000,000

Nonprofits' Insurance Alliance of CA - A.M. Best #: 011845
County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are named additional insured with respect to the operations of the named insured.

**CERTIFICATE HOLDER**

County of Alameda, Its Board of Supervisors, the Individual Members thereof, and all County officers Agents, employees, volunteers, and representatives
Contracts Office
2000 San Pablo Ave.
Oakland, CA 94612

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Melissa Cuevas

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CERTHOLDER COPY

NA

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-06-2022

GROUP:
POLICY NUMBER: 9164783-2022
CERTIFICATE ID: 8
CERTIFICATE EXPIRES: 10-01-2023
10-01-2022/10-01-2023

ALAMEDA COUNTY SOCIAL SERVICES AGENCY NA
CONTRACT OFFICE
2000 SAN PABLO AVE FL 4
OAKLAND CA 94612-1307

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2022 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

AFGHAN ELDERLY ASSOCIATION NA
3300 CAPITOL AVE
FREMONT CA 94538

[RDP,CN]

(REV.7-2014)

PRINTED : 10-06-2022

# 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 E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Afghan Elderly Association

PRINCIPAL: Hamida Obeid TITLE: Executive Director

SIGNATURE: DocuSigned by: Hamida Obeid 0EE7F02A552A494... DATE: 1/1/2023

# EXHIBIT G

# ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

C. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

E. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials**.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

    a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

    b. Meeting Contract performance requirements; or

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

(a) Are *not used* as a substantial or essential component of any system; and

(b) Are *not used* as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II**.** **Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ''Anti-Kickback'' Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland ''Anti-Kickback'' Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# EXHIBIT G-1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, Afghan Elderly Association, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Hamida Obeid
0EE7F02A552A494...
Signature of Contractor's Authorized Official

1/1/2023
Date

Hamida Obeid
Name

Executive Director
Title

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Entity Name | Status |
| --- | --- |
| "afghan elderly association" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Classification | Status | Excluded Individual |
|---|---|---|
| Individual | Active | Hamida Obeid |
| | | Rabia Shah |

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** **Afghan Elderly Association**

**Service Category:** **Telephone Reassurance**

**Originating Staff**

**Name:** Maaza Michael **Date:** **1/10/2023**

1. **AAA Supervisor Review (Delbert)**

   **Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 1/10/2023

2. **AAA Director Review (Jennifer)**

   **Signature:** DocuSigned by: Jennifer Stephen-Pierre C3ECA36ACC0F421... **Date:** 1/10/2023

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

   **Signature:** DocuSigned by: Bruce Lewitt C75C3AC3226D448... **Date:** 1/11/2023

5. **Financial Analyst (Diogo)**

   **Signature:** DocuSigned by: Diogo Euclasio 5CD82AC7412E4A2... **Date:** 1/11/2023

6. **Interim Finance Director (Robert)**

   **Signature:** DocuSigned by: Robert Woolley 054B7D50DF1847B...

   **Date to SSA Director for Signature:** 1/11/2023

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| | |
|---|---|
| ALOLINK Master Contract #: **900146**<br>Supplier ID #: **48001** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888 / 6** |

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900146** ("Master Contract") made and entered into by and between **Afghan Elderly Association** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**SENIOR INJURY PREVENTION PROGRAM SERVICES FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $20,400.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...

Andrea Ford

Title: Social Services Agency Director

Date: 1/11/2023

**CONTRACTOR**

By: DocuSigned by: Hamida Obeid 0EE7F02A552A494...

Hamida Obeid

Title: Executive Director

Date: 1/1/2023

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **48001** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900146** Procurement Contract #: **24079** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **33615** | | | **$ 16,661** | **$ 16,661** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 3,739** | **$ 3,739** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2128-A** Contract Maximum: **$20,400**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Maaza Michael** Telephone #: **(510) 577-3531** QIC Code: **24551**

Contractor Name: **Afghan Elderly Association**

Project Name: **Telephone Reassurance**

Contractor Address: **33532 Third Street, Union City CA 94587**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **2**

BOS Dist. #: **2**

Contractor Telephone #: **(510) 574-2059** Fax #: **(510) 574-2054** E-mail (Signatory): **Hobeid@fremont.gov**

Contractor Contact Person: **Hamida Obeid** E-mail (Contact): **Hobeid@fremont.gov**

Contract Service Category: **Telephone Reassurance - IIIB** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$20,400** | | | | |
| Amount of Encumbrance | **$ 20,400** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | | | | |

| Funding Source Allocation: | Federal - CFDA #: **N/A** | State | County | **Measure A** |
|---|---|---|---|---|
| | **$16,661** | | **$ 3,739** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF387EBC493... Signature

**Andrea Ford**
Print or Type Name

Title **Social Services Agency Director** Date 1/11/2023

**CONTRACTOR**

By DocuSigned by: Hamida Obeid 0EE7F02A552A494... Signature

**Hamida Obeid**
Print or Type Name

Title **Executive Director** Date 1/1/2023

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

# EXHIBIT A

## PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **Afghan Elderly Association,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 - June 30, 2023** |
| **Type of Services** | **Telephone Reassurance** Services (Title IIIB, Fed. Catalog # 93.044) |

## I. PROGRAM GOALS

A. Telephone Reassurance Services are provided to socially isolated functionally impaired individuals 60 years of age or older in order to provide contact and safety checks for reassurance and support and to assist older individuals to remain living independently in their homes.

B. Telephone Reassurance Services provide reassurance and comfort through visits or by telephone to individuals having difficulty with one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, or doing light housework.

C. Services shall be targeted to older residents of **Central** Alameda County (Ashland, Castro Valley, Cherryland, Fairview, Hayward, San Leandro, and San Lorenzo), **North** Alameda County (Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont), with a special emphasis on low-income minority Older Adults. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to,

workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure in accordance with AAA Policies and Procedures guidelines. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of

the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing s services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

    a. 30-days of the start date of this Contract,
    b. 30-days of the start date of any new employee, volunteer, or subcontractor,
    c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

    a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI

is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

## C. SERVICE OBJECTIVES

1. Telephone Reassurance programs shall be available, staffed, and provide direct services at the older adult's residence.

2. Services shall be targeted to socially isolated Older Adults, who may be functionally impaired, and who are at risk of institutionalization due to physical or cognitive problems, lack of adequate informal support system, or caregiver burnout.

3. Telephone Reassurance services shall be carried out by trained volunteers under the supervision management of agency staff. All new volunteers who enter the program shall be given an orientation regarding the nature of the Telephone Reassurance Program.

4. A face-to-face assessment interview shall be conducted with each older adult requesting a friendly visitor in the older adult's place of residence.

5. The Project Manager or Telephone Reassurance Services Coordinator shall make matches of older adults with Telephone Reassurance Program volunteers to ensure that the match is compatible. The Telephone Reassurance Coordinator shall: **(*These tasks shall not be designated to a volunteer.)***

    a. Screen potential volunteers through telephone and personal contact.
    b. Assess referrals of Older Adults to the Telephone Reassurance program from agencies, family members, social workers, and Older Adults to determine expectations, suitability for the program, and time needed to make an appropriate match.
    c. Assess Older Adults in need of a match.
    d. Match volunteers and Older Adults based on suitable criteria.

e. Make follow-up calls to Older Adults and volunteers to determine success of match, identify and address problems, and provide support to both Older Adults and volunteers.
f. Respond to concerns of Older Adults and volunteers regarding the program.
g. Provide program information to individuals interested in serving as Friendly Visitors.
h. Compile and maintain a file of volunteers, including documentation of volunteer hours and services provided.

6. Telephone Reassurance program service activity shall consist of each older adult receiving at least one Telephone Reassurance contact from a friendly visitor each week.

7. Telephone Reassurance program shall work with local senior centers, volunteer centers, and other community organizations to seek referrals and new volunteers to participate in the program.

8. The number of Older Adults receiving Telephone Reassurance Services shall be reported monthly on AAA 186 MIS Report.

D. **MIS UNITS OF SERVICE**

1. Contractor shall perform the following units of service during this contract period in a manner that distributes them reasonably and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older as follows

<u>North</u>

| | |
|---|---|
| b. Aged 75 and older | 30% |
| c. Low-Income (Greatest Economic Need) | 32% |
| c. Functionally Impaired | 30% |
| d. Minority | 52% |

<u>Central</u>

| | |
|---|---|
| a. Aged 75 and older | 30% |
| b. Low-Income (Greatest economic need) | 25% |
| c. Functionally Impaired | 30% |
| d. Minority | 54% |

3. Contractor shall provide Telephone Reassurance services to a minimum of fifty-three (53) New Older Adults (Unduplicated Clients) during the annual contract period. (Number of new Older Adults receiving services for the first time will be reported monthly on the AAA 186).

4. Contractor shall provide a minimum of one thousand two hundred (1,200) Telephone Reassurance services during the annual contract period.

| **# OF NEW OLDER ADULTS TO BE SERVED** ANNUALLY | **SERVICE UNIT NAME** | **NUMBER OF UNITS TO BE PROVIDED** | |
|---|---|---|---|
| | | **ANNUALLY** | **MONTHLY** (approx.) |
| 53 | Telephone Reassurance | 1,200 | 100 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title III B and III D:** Individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

2. **New Older Adult:** An individual 60 years or older, who receives service through the terms of this contract as of July 1 of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Older Adult receiving services related to this grant is counted only once during the contract year.
**UNIT of Measurement: one contact per contract period**

3. **Telephone Reassurance:** Visit a client to provide contact and safety checks to reassure and support older individuals. **Unit of Measurement: one hour**

4. **Aged 75 and older:** An Older Adult who is 75 years of age and older.

5. **Low-Income (Greatest Economic Need):** Having monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

6. **Functionally Impaired:** Appears (on the basis of initial observation or reports) to be unable to independently and safely perform activities of daily living (ADLs) - bathing, dressing, toileting, eating, getting in/out of bed, and walking - and/or instrumental activities of daily living (IADLs) - doing heavy housework, doing light housework, shopping, preparing meals, managing medications, using a telephone, managing money, or transportation ability.

7. **Minority:** A member of any race other than Caucasian. Minority races include American Indian/Alaska Native, African American/Black, Asian, Asian Indian,

Cambodian, Chinese, Filipino, Japanese, Korean, Laotian, Vietnamese, Other Asian, Native Hawaiian/Pacific Islander, Guamanian, Hawaiian, Samoan, Other Pacific Islander, any Other Race.

8. **Child:** An individual who is not more than eighteen (18) years of age.

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

1. **Supportive Services**

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

### B. NON-COMPLIANCE: STAGES OF SANCTIONS

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) workday after the monthly invoice, activity report, other required reports are

due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) workday, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.
d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.
e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.
f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is

available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or

standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

## O. LOBBYING CERTIFICATION

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities" (Attachment C) in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

   a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
   b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

   a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
   b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

   a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit

requirements.

b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

a. Albany Senior Center
846 Masonic
Albany, CA 94706
510-524-9122

b. Oakland Department on Aging
200 Grand Avenue
Oakland, CA 94610
510-238-3284

c. J-Sei, Inc.
1285 66th St.
Emeryville, CA 94608
510-654-4000

d. North Berkeley Senior Center
1901 Hearst St.
Berkeley, CA 94710
510-981-5190

e. South Berkeley Senior Center
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

f. Emeryville Senior Center
4321 Salem St.
Emeryville, CA 94608
510-596-3730

g. Fruitvale San Antonio Senior Center
3301 E. 12th Street, Suite 201
Oakland, CA 94601
510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

a. Dublin Senior Center
7600 Amador Valley Blvd.
Dublin, CA 94568
925-556-4511

b. Pleasanton Department of Parks and Community Services
5353 Sunol Blvd.
Pleasanton, CA 94566
925-931-5365

c. Livermore Senior Services Center
4444 East Avenue
Livermore, CA 94550
925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## V. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

## W. PRIORITY HIRING CONSIDERATIONS

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

## X. PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

## Y. SAME-SEX MARRIAGE

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of

celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.211 (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be

forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known*: 4c | | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

**EXHIBIT B-1**

**ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET**

Contractor: Afghan Elderly Association

Contract Term: 07/01/2022 - 06/30/2023

**MIS Program: Telephone Reassurance Program**

| SECTION 1 SALARIES AND EMPLOYEE BENEFITS | | | | |
|---|---|---|---|---|
| **1.1 PAID STAFF (FTE = __ hrs/wk)** | **TOTAL PROJECT** | **AAA FUNDED** | **OTHER** | |
| **List # pos., %FTE, wages** | **BUDGET (1)** | **PROJECT BUDGET (2)** | **CASH (3)** | **IN-KIND (4)** |
| Program Assistant (1 FT) | 4,200 | 4,200 | 0 | 0 |
| $32,500 Annual | 0 | 0 | 0 | 0 |
| Executive Director | 12,830 | 4,800 | 8,030 | 0 |
| $47,900 Annual | 0 | 0 | 0 | 0 |
| Health Promoters (4) | 6,000 | 6,000 | 0 | 0 |
| $51,500 Annually Combined | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal** | **23,030** | **15,000** | **8,030** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | |
| FICA: rate 7.65% | 1,753 | 1,143 | 610 | 0 |
| SUI/ETT: rate 1.5% | 225 | 225 | 0 | 0 |
| SDI : rate 1.1% | 52 | 52 | 0 | 0 |
| Staff Benefits/Health Insurance | 0 | 0 | 0 | 0 |
| Workers' Comp. | 1,500 | 1,500 | 0 | 0 |
| Retirement | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal** | **3,530** | **2,920** | **610** | **0** |
| **1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)** | | | | |
| Volunteers-Telephone (1600) 30 min calls | 48,000 | 0 | 0 | 48,000 |
| Program Coordinator-$50,000 annually | 5,000 | 0 | 0 | 5,000 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtota** | **53,000** | **0** | **0** | **53,000** |
| **TOTAL SALARY/BENEFIT BUDGET (Sections 1.1, 1.2, 1.3)** | **79,560** | **17,920** | **8,640** | **53,000** |

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## SECTION 2 SERVICES AND SUPPLIES

| 2.1 TRAVEL AND TRAINING | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER CASH (3) | OTHER IN-KIND (4) |
|---|---|---|---|---|
| Staff Travel: ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| Conferences/Conventions | 0 | 0 | 0 | 0 |
| Staff Training | 0 | 0 | 0 | 0 |
| Vol.Travel: ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| **Subtotal** | **0** | **0** | **0** | **0** |
| **2.2 OCCUPANCY** | | | | |
| Rent or Mortgage | 3,600 | 0 | 0 | 3,600 |
| Telephone | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Janitorial/Maintenance | 0 | 0 | 0 | 0 |
| General Liability Ins. | 510 | 510 | 0 | 0 |
| **Subtotal** | **4,110** | **510** | **0** | **3,600** |
| **2.3 OTHER BUDGET COSTS** | | | | |
| Supplies/Postage | 200 | 200 | 0 | 0 |
| Home Modifications | 0 | 0 | 0 | 0 |
| Printing/Copying | 750 | 750 | 0 | 0 |
| Accounting/Payroll Fees | 1,020 | 1,020 | 0 | 0 |
| Bookkeeping Services/Audit Costs | 0 | 0 | 0 | 0 |
| Membership/Dues/Subscrip. | 0 | 0 | 0 | 0 |
| Other: | 0 | 0 | 0 | 0 |
| Food | 0 | 0 | 0 | 0 |
| Food Supplies | 0 | 0 | 0 | 0 |
| **Subtotal** | **1,970** | **1,970** | **0** | **0** |
| **2.4 VEHICLE BUDGET** | | | | |
| Gas/Oil ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| Maintenance/Repairs | 0 | 0 | 0 | 0 |
| Vehicle Insurance | 0 | 0 | 0 | 0 |
| Other: | 0 | 0 | 0 | 0 |
| **Subtotal** | **0** | **0** | **0** | **0** |
| **TOTAL SERVICES/SUPPLIES BUDGET** | **6,080** | **2,480** | **0** | **3,600** |

## SECTION 3 CAPITAL EQUIPMENT

| Capital Equipment *List Items Costing $5.000+ (Include Funding Source)* | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER CASH (3) | OTHER IN-KIND (4) |
|---|---|---|---|---|
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **TOTAL CAPITAL EQUIPMENT BUDGET** | **0** | **0** | **0** | **0** |
| **GRAND TOTAL BUDGET (Sections 1 - 3)** | **85,640** | **20,400** | **8,640** | **56,600** |

## SECTION 4 REVENUES

| REVENUE SOURCES | Total Project Funds | AAA Project Funding | Other CASH | Other IN-KIND | Committed Funds |
|---|---|---|---|---|---|
| **Non-Match:** | 0 | 0 | 0 | 0 | 0 |
| Office Space/Rent | 3,600 | 0 | 0 | 3,600 | 0 |
| Program Coordinator | 5,000 | 0 | 0 | 5,000 | 0 |
| Volunteers | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal** | **8,600** | **0** | **0** | **8,600** | **0** |
| **Match:** | 0 | 0 | 0 | 0 | 0 |
| Volunteers | 48,000 | 0 | 0 | 48,000 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal** | **48,000** | **0** | **0** | **48,000** | **0** |
| Title III Client Donations (if applicable) | 8,640 | | 8,640 | 0 | 8,640 |
| Title III Funds | 0 | 0 | 0 | 0 | 0 |
| County General Funds (if applicable): | 3,739 | 3,739 | 0 | 0 | 3,739 |
| Older Americans Act (OAA)/State | 16,661 | 16,661 | 0 | 0 | 16,661 |
| **TOTAL FUNDS** | **85,640** | **20,400** | **8,640** | **56,600** | **29,040** |

## SECTION 5 DEDUCTIVE FORMULA (Title III Funded Programs Only)

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET | 85,640 |
| 2.) {LESS} COUNTY GENERAL FUNDS | 3,739 |
| 3.) {LESS} OTHER NON-MATCH FUNDS | 8,600 |
| 4.) {EQUALS} TITLE III BUDGET COSTS TO BE MATCHED | 73,301 |
| 5.) {LESS} TITLE III MATCH FUNDS [minimum of 10% OF LINE 4] | 48,000 |
| 6.) {LESS} TITLE III CLIENT DONATIONS | 8,640 |
| 7.) {EQUALS} EARNED TITLE III FUNDS | 16,661 |
| **8.) TOTAL CONTRACT FUNDING (LINE 2+7)** | **20,400** |

| Afghan Elderly Association Budget for the Fiscal Year JULY 1 , 2022- JUNE 30, 2023 | General Support Fundraising (Projected) | County of Alameda Area Agency on Aging Info and Assistance Program | County of Alameda Area Agency on Aging SIPP Program | County of Alameda Area Agency on Aging Visiting Program | County of Alameda Congregate Meals/ Telephone Assurance Program | City of Fremont Measure A Disease Prevention Program | City of Fremont Refugee Help Program | Total For 12 months (Formula) |
|---|---|---|---|---|---|---|---|---|
| **Projected Revenue** | | | | | | | | |
| County of Alameda - AAA -Telephone Assurance | | | | | $ 20,400.00 | | | $ 20,400.00 |
| County of Alameda - AAA - Information & Assistance | | $ 25,000.00 | | | | | | $ 25,000.00 |
| County of Alameda - AAA - SIPP-Med | | | $ 21,300.00 | | | | | $ 21,300.00 |
| County of Alameda - AAA - Visiting | | | | $ 6,120.00 | | | | $ 6,120.00 |
| City of Fremont | | | | | | $ 95,000.00 | $ 20,000.00 | $ 115,000.00 |
| Other Foundation Grants | $ 10,000.00 | | | | | | | $ 10,000.00 |
| Individual Contributions | $ 750.00 | | | | | | | $ 750.00 |
| Client Donation | | | $ 100.00 | $ 100.00 | | | | $ 200.00 |
| Membership Fees | $ 2,500.00 | | | | | | | $ 2,500.00 |
| Special Events/Fundraising | $ 11,000.00 | | | | | | | $ 11,000.00 |
| Food Sales/Lunch Donations | | | | | $ 8,640.00 | | | $ 8,640.00 |
| Interest Income | $ 5.00 | | | | | | | $ 5.00 |
| Cash Reserves | $ 4,807.00 | | | | | | | $ 4,807.00 |
| Inkind Contributions | $ - | $ 23,600.00 | $ 18,600.00 | $ 13,600.00 | $ 56,600.00 | $ - | $ - | $ 112,400.00 |
| **Total Revenue** | $ 29,062.00 | $ 48,600.00 | $ 40,000.00 | $ 19,820.00 | $ 85,640.00 | $ 95,000.00 | $ 20,000.00 | $ 338,122.00 |
| | **9%** | **14%** | **12%** | **6%** | **25%** | **28%** | **6%** | |

| Projected Expenses | General Support Fundraising (Projected) | County of Alameda Area Agency on Aging Info and Assistance | County of Alameda Area Agency on Aging SIPP-Med Management | County of Alameda Area Agency on Aging Visiting | Congregate/ Telephone Assurance Site Program | City of Fremont Measure A Disease Prevention | City of Fremont Refugee Help | Total For 12 months |
|---|---|---|---|---|---|---|---|---|
| **PERSONNEL** | | | | | | | | |
| Executive Director | $ 4,800.00 | $ 4,800.00 | $ 4,800.00 | $ 2,400.00 | $ 2,400.00 | $ 23,200.00 | $ 5,500.00 | $ 47,900.00 |
| Executive Director Vac Payout | $ 2,175.00 | | | | | | | $ 2,175.00 |
| Admin Assistant | $ 3,200.00 | $ 4,800.00 | $ 2,000.00 | $ 1,000.00 | $ 2,000.00 | $ 19,000.00 | $ 500.00 | $ 32,500.00 |
| Health Promoters | | $ 8,500.00 | $ 3,000.00 | $ 1,000.00 | $ 5,000.00 | $ 26,000.00 | $ 7,000.00 | $ 50,500.00 |
| Immigration Specialist | | | | | | | $ 4,000.00 | $ 4,000.00 |
| Workers Comp | $ 800.00 | $ 1,810.00 | $ 1,053.00 | $ 500.00 | $ 940.00 | $ 6,820.00 | $ 1,700.00 | $ 13,623.00 |
| Payroll Taxes | 612.0000 | $ 1,515.00 | $ 750.00 | $ 337.00 | $ 720.00 | $ 5,230.00 | $ 1,300.00 | $ 10,464.00 |
| **PROFESSIONAL SERVICES** | | | | | | | | $ - |
| Home Modifications | | | $ 6,500.00 | | | | | $ 6,500.00 |
| Accounting/Payroll Fees | $ 1,000.00 | $ 1,250.00 | $ 1,065.00 | $ 306.00 | $ 1,020.00 | $ 9,500.00 | $ - | $ 14,141.00 |
| Audit | $ - | | | | | | | $ - |
| **INKIND** | | | | | | | | $ - |
| Volunteers | | | | | $ 48,000.00 | | | $ 48,000.00 |
| Program Coordinator | | $ 20,000.00 | $ 15,000.00 | $ 10,000.00 | $ 5,000.00 | | | $ 50,000.00 |
| Office Space/Building Rental | | $ 3,600.00 | $ 3,600.00 | $ 3,600.00 | $ 3,600.00 | | | $ 14,400.00 |
| **TRANSPORTATION** | | | | | | | | $ - |
| Mileage reimbursement/travel | $ 750.00 | $ 750.00 | $ 750.00 | $ 150.00 | | | | $ 2,400.00 |
| **SUPPLIES** | | | | | | | | $ - |
| Food/Staff Meals | $ 6,250.00 | | | | $ 15,300.00 | | | $ 21,550.00 |
| Kitchen supplies | | | | | $ 200.00 | | | $ 200.00 |
| Office supplies/postage/other | $ 500.00 | $ 200.00 | $ 200.00 | $ 200.00 | $ 200.00 | | | $ 1,300.00 |
| **OTHER EXPENSES** | | | | | | | | $ - |
| Bank Charges | $ 50.00 | | | | | | | $ 50.00 |
| Rent and Utilities and Storage | $ 500.00 | | | | | $ 500.00 | | $ 1,000.00 |
| Computer Software/Website | $ 725.00 | | | | | | | $ 725.00 |
| Program Exp-Misc./Petty | $ 50.00 | | | | | | | $ 50.00 |
| Fundraising/Special Event Exp. | $ 4,000.00 | | | | | | | $ 4,000.00 |
| Insurance (Liability) | $ 500.00 | $ 625.00 | $ 532.00 | $ 77.00 | $ 510.00 | $ 4,750.00 | | $ 6,994.00 |
| Marketing & Membership | $ 3,000.00 | $ 750.00 | $ 750.00 | $ 250.00 | $ 750.00 | | | $ 5,500.00 |
| Taxes and License | $ 50.00 | | | | | | | $ 50.00 |
| Miscellaneous | $ 100.00 | | | | | | | $ 100.00 |
| **Total Expenses** | **$ 29,062.00** | **$ 48,600.00** | **$ 40,000.00** | **$ 19,820.00** | **$ 85,640.00** | **$ 95,000.00** | **$ 20,000.00** | **$ 338,122.00** |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Net Excess Projected Revenue over Expenses** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** |

# EXHIBIT C
# INSURANCE REQUIREMENTS

## 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 minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

| | TYPE OF INSURANCE COVERAGES | MINIMUM LIMITS |
|---|---|---|
| A | **Commercial General Liability**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| B | **Commercial or Business Automobile Liability**<br>All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)<br>Any Auto or Hired and Non-Owned Autos<br>Bodily Injury and Property Damage |
| C | **Workers' Compensation (WC) and Employers Liability (EL)**<br>As required by State of California | WC: Statutory Limits<br>EL: No less than $1,000,000 per accident for bodily injury or disease |

**D** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. 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. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by 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. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
6. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
7. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/9/2022

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

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

| | |
|---|---|
| PRODUCER<br>Arthur J. Gallagher & Co.<br>Insurance Brokers of CA., Inc.<br>500 N. Brand Blvd, Suite 100<br>Glendale CA 91203<br>License#: 0726293 | CONTACT NAME: Gina Bonafede<br>PHONE (A/C, No, Ext): 818-539-8617 FAX (A/C, No):<br>E-MAIL ADDRESS: Gina_Bonafede@ajg.com |
| INSURED<br>The Afghan Elderly Association<br>3300 Capitol Avenue<br>Fremont, CA 94538<br>AFGHELD-01 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Nonprofits' Insurance Alliance of CA — 10023<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 638015838 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | | 2022-08624 | 9/1/2022 | 9/1/2023 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | 2022-08624 | 9/1/2022 | 9/1/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED [ ] RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Social Service Professional Liab | | | 2022-08624 | 9/1/2022 | 9/1/2023 | Per Claim:<br>Aggregate: | $1,000,000<br>$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy: Liquor Liability
Policy#: 2022-08624
Policy term: 9/1/2022 to 9/1/2023
Carrier: Nonprofits' Insurance Alliance of CA
Per Claim: $1,000,000, Aggregate: $1,000,000

Nonprofits' Insurance Alliance of CA - A.M. Best #: 011845
County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are named additional insured with respect to the operations of the named insured.

**CERTIFICATE HOLDER**

County of Alameda, Its Board of Supervisors, the Individual Members thereof, and all County officers Agents, employees, volunteers, and representatives
Contracts Office
2000 San Pablo Ave.
Oakland, CA 94612

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Melissa Cuevas

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CERTHOLDER COPY

NA

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-06-2022

GROUP:
POLICY NUMBER: 9164783-2022
CERTIFICATE ID: 8
CERTIFICATE EXPIRES: 10-01-2023
10-01-2022/10-01-2023

ALAMEDA COUNTY SOCIAL SERVICES AGENCY NA
CONTRACT OFFICE
2000 SAN PABLO AVE FL 4
OAKLAND CA 94612-1307

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2022 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

AFGHAN ELDERLY ASSOCIATION NA
3300 CAPITOL AVE
FREMONT CA 94538

[RDP,CN]

(REV.7-2014)

PRINTED : 10-06-2022

# 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 E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Afghan Elderly Association

PRINCIPAL: Hamida Obeid TITLE: Executive Director

SIGNATURE: DocuSigned by: Hamida Obeid 0EE7F02A552A494... DATE: 1/1/2023

# EXHIBIT G

# ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

C. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

E. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials**.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

    a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

    b. Meeting Contract performance requirements; or

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

(a) Are *not used* as a substantial or essential component of any system; and

(b) Are *not used* as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II**.** **Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ''Anti-Kickback'' Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland ''Anti-Kickback'' Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# EXHIBIT G-1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, Afghan Elderly Association, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Hamida Obeid
0EE7F02A552A494...
Signature of Contractor's Authorized Official

1/1/2023
Date

Hamida Obeid
Name

Executive Director
Title

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Entity Name | Status |
| --- | --- |
| "afghan elderly association" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Classification | Status | Excluded Individual |
|---|---|---|
| Individual | Active | Hamida Obeid |
| | | Rabia Shah |

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** **Mercy Retirement & Care Center**

**Service Category:** **Brown Bag/SNAP-Ed**

**Originating Staff**

**Name:** Maaza Michael **Date:** **1/10/2923**

1. **AAA Supervisor Review (Delbert)**

   **Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 1/13/2023

2. **AAA Director Review (Jennifer)**

   **Signature:** DocuSigned by: Jennifer Stephen-Pierre C3ECA36ACC0F421... **Date:** 1/13/2023

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

   **Signature:** DocuSigned by: Bruce Lewitch C75C3AC3226D448... **Date:** 1/13/2023

5. **Financial Analyst (Diogo)**

   **Signature:** DocuSigned by: Diogo Euclhio 5CD82AC7412E4A2... **Date:** 1/13/2023

6. **Interim Finance Director (Robert)**

   **Signature:** DocuSigned by: Robert Woolley 054B7D50DF1847B...

   **Date to SSA Director for Signature:** 1/14/2023

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| | |
|---|---|
| ALCOLINK Master Contract #: **900191**<br>Supplier ID #: **26611** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888 / 6** |

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CORRECTED CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900191** ("Master Contract") made and entered into by and between **Mercy Retirement and Care Center** ("Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Corrected Exhibit A FY 2023, Program Description and Performance Requirements:**

**BROWN BAG/SNAP-ED SERVICES**
**FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $147,000.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...

Andrea Ford

Title: Social Services Agency Director

Date: 1/14/2023

**CONTRACTOR**

By: DocuSigned by: Carla Sanchez 85173F3F0D8347A...

Carla Sanchez

Title: VP, Operations

Date: 1/10/2023

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **26611** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900191** Procurement Contract #: **24138** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **40305** | | | **$ 85,000** | **$ 85,000** |
| **610341** | **10000** | **320200** | **40394** | | | **$ 47,000** | **$ 47,000** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 15,000** | **$ 15,000** |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2014-A** Contract Maximum: **$147,000**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Maaza Michael** Telephone #: **(510) 577-3538** QIC Code: **24551**

Contractor Name: **Mercy Retirement and Care Center**

Project Name: **Brown Bag Nutrition Services/SNAP-Ed**

Contractor Address: **3431 Foothill Blvd., Oakland, CA 94601**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **1**

BOS Dist. #: **3**

Contractor Telephone #: **(510) 534-8540** Fax #: _____ E-mail (Signatory): **csanchez@eldercarealliance.org**

Contractor Contact Person: **Janice Roberts** E-mail (Contact): **janice@mercybrownbag.org**

Contract Service Category: **Brown Bag Nutrition Services/SNAP-Ed** Estimated Units of Service: **SNAP-Ed/RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$147,000** | | | | |
| Amount of Encumbrance | **$ 147,000** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | **Board Action** | **Board Action** | **Board Action** | **Board Action** |

| Funding Source Allocation: | Federal - CFDA #: **(10.561)** | State | County | **Measure A** |
|---|---|---|---|---|
| | **$ 47,000** | | **$ 15,000** | **$ 85,000** |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF387EBC493... Signature

**Andrea Ford**
Print or Type Name

Title **Social Services Agency Director** Date 1/14/2023

**CONTRACTOR**

By DocuSigned by: Carla Sanchez 85173F3F0D8347A... Signature

**Carla Sanchez**
Print or Type Name

Title **VP, Operations** Date 1/10/2023

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

# EXHIBIT A

## PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **Mercy Retirement and Care Center,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 - June 30, 2023** |
| **Type of Services** | **Brown Bag and SNAP-Ed Programs** (Federal CFDA No. 10.561) |

## I. PROGRAM GOALS

A. **The Essential Health Care Service Initiative, Measure A,** seeks to enable older individuals to maintain their well-being through locally developed and supported community-based Older Adult Nutrition Programs in Alameda County. The principal outcomes of services funded under Measure A Programs shall be to: (1) secure and maintain maximum independence and dignity in a home environment of older and functionally impaired persons capable of self-care with appropriate supportive services; (2) remove individual and social barriers to economic and personal independence for older persons; and (3) provide a range of services designed to meet the needs of all consumers who need our services; those who are independent, semi-dependent, and totally dependent.

B. **Measure A funded Brown Bag Program Services** are purposed to 1) Increase availability and accessibility of surplus produce and other food products to target populations and under-served areas; 2) Improve availability and accessibility to receipt of surplus produce and other food products through continued program development that promotes independence and quality of life and its maintenance for older adults living on low incomes; 3) Collaborate with and provide technical assistance to other agencies that are involved with providing and/or insuring safe, edible, and wholesome food to the public.

C. **The Supplemental Nutrition Assistance Program (SNAP)** provides food purchasing assistance for low- and no-income people living in the U.S. Formerly known as the Food Stamp Program, SNAP is a federal aid program, administered by the U.S. Department of Agriculture, under the Food and Nutrition Service (FNS).

D. Services shall be targeted to older residents of Alameda County on a countywide basis (Ashland, Castro Valley, Cherryland, Fairview, Hayward, San Leandro, and San Lorenzo, Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont, Fremont, Newark, and Union City, Dublin, Pleasanton, Livermore, Sunol) with a special emphasis on high-risk elders who are low income, minority clients over 75

years of age. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older American At Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency

and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

   a. 30-days of the start date of this Contract,
   b. 30-days of the start date of any new employee, volunteer, or subcontractor,
   c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

   a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.
   b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
   c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
   d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

C. **BROWN BAG SERVICE OBJECTIVES**

1. The Brown Bag Program shall give both surplus and unmarketable edible fruits, vegetables, and other unsold food products to low income elderly people on a regular basis. This program serves people 60 years of age and older who are low income.

2. Contractor shall comply with appropriate sections of the California Retail Food Code (CRFC) and AAA Nutrition Policy and Procedures Manual.

3. Contractor shall receive surplus food products for distribution to low-income elderly persons in two ways:

   a. food is gleaned by volunteers, who are mostly elderly individuals, and/or
   b. food is donated from farmers, warehouses, packaging companies, retail food chain stores, etc.

4. Contractor shall operate a number of distribution sites, each located in areas targeting large populations of elderly individuals living on limited incomes.

Contractor shall establish schedules to maintain distribution of food on a regular basis.

5. Contractor shall identify the Brown Bag Program as a completely separate program or as an easily identifiable part of a larger program that provides surplus food products to low-income older individuals exclusively.

6. Contractor may suggest but shall not require any Brown Bag Program member to make a contribution or donation. Regardless of individual pick-up or home delivery, no member shall be denied bags of food, receive lower quality or quantity of food, or be dropped from the program if he or she declines to contribute. However, voluntary contributions and donations from Brown Bag Program members are welcome and shall be recognized as program income.

7. Contractor shall provide a variety of agricultural foods and other food products and provide as many different foods with nutritional value for an optimum nutritious balance of foods that represent the food pyramid, as published by the U.S. Departments of Agriculture and Health and Human Services.

8. Contractor shall provide sufficient amounts of these nutritious foods for the preparation of several well-balanced meals after each distribution.

## D. SNAP-ED SERVICE OBJECTIVES

1. Contractor shall administer SNAP-Ed in accordance with program requirements, policies/procedures outlined in the current FFY federal SNAP-Ed Guidance (http://www.fns.usda.gov/snap/supplemental-nutritionassistance-program-education-snap-ed). [SNAP-Ed Guidance]

2. Contractor shall implement SNAP-Ed program targeting the SNAP-Ed eligible population.

3. Contractor shall provide a customized bag of food to selected meals on Wheels (MOW) clients as determined by Services Opportunity for Seniors (SOS).

4. Contractor shall ensure SNAP-Ed Program meets the following eligibility USDA, FNS Guidance Standard:

   **Methodology 3**- Intake Records – Use Title IIIC participant intake forms to determine that at least 50 percent (50%) of participants have gross incomes at or below 100 percent (100%) of the FPL.

5. Contractor shall provide SNAP-Ed education activities based on CDA/AAA approved, evidence-based, nutrition education and obesity prevention programs. SNAP-Ed activities must align with specific key messaging that meets the current Dietary Guidelines for Americans as follows:

a. Focus on making healthy food and beverage choices from all five food groups including fruits, vegetables, grains, protein foods, and dairy to get the nutrients needed.
b. Eat the right amount of calories based on age, sex, height, weight, and physical activity level.
c. Build a healthier eating style that can help avoid overweight and obesity and reduce the risk of diseases such as heart disease, diabetes, and cancer.

6. Contractor shall maintain a website to reflect current SNAP-Ed programs and services.

7. Contractor shall certify, on a semi-annual basis, the time and effort of employees devoting 100% to SNAP-Ed, or certify on a weekly basis, the time and effort of employees devoting less than 100% to SNAP-Ed. Said certification shall be prepared by the supervisor of the effected employee.

## E. UNITS OF SERVICE

1. Contractor shall provide the following units of service during this contract period in a manner that distributes them reasonably and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older.

3. Contractor shall provide Brown Bag Nutrition services to a minimum of five hundred eighty-eight (588) low-income elderly, including eighty-eight (88) homebound older adults, during the annual contract period.

4. Contractor shall provide a minimum of ten thousand (10,000) Brown Bag Grocery Bags during the annual contract period.

5. Contractor shall utilize a minimum of eighty-eight (88) Brown Bag Volunteers to glean, collect, sort, transport, and deliver food during the annual contract period.

6. Contractor shall operate a minimum of three (3) Brown Bag Food Distribution Sites in Alameda County during the annual contract period.

7. Contractor shall provide SNAP-Ed services to a minimum of two hundred sixty-nine (269) low-income elderly during the annual contract period.

8. Contractor shall provide a minimum of four thousand seven hundred (4,700) SNAP-Ed Grocery Bags during the annual contract period.

| NO. OF NEW OLDER ADULTS SERVED ANNUALLY | BROWN BAG SERVICE UNIT NAME | ANNUALLY | |
|---|---|---|---|
| | | SERVICE UNIT | MONTHLY (approx) |
| 588 | Brown Bag Grocery Bags | 10,000 | 833 |
| | Volunteers | 88 | 7 |
| | Homebound Older Adults | 88 | 7 |
| | **SNAP-ED SERVICE UNIT NAME** | | |
| 269 | SNAP-Ed Grocery Bags | 4,700 | 392 |

F. **DEFINITIONS**

1. **Brown Bag Eligible Service Population:** Individuals sixty (60) years of age or older, with an income no higher than 150% of the Federal Poverty Level. If it is determined that a surplus of foodstuffs exists, the program may also provide these services to persons 60 years of age or older with an income that exceeds 150% of the Federal Poverty Level.

2. **SNAP-Ed Eligible Service Population:** Individuals who are SSI clients or otherwise income below 135% Federal Poverty Level. Determined thigh nutrition risk per DETERMINE scale, and has no other food source.

3. **New Older Adult:** An individual 60 years or older, who receives service through the terms of this contract as of July 1 of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Older Adult receiving services related to this grant is counted only once during the contract year.
**UNIT: one contact per contract period**

4. **Homebound Older Adult:** An Older Adult who is confined to their place of residence. **UNIT: one contact per contract period**

5. **Brown Bag Grocery Bags:** Bags of food and consumables provided to older adults living on limited income. **UNIT: one grocery bag**

6. **SNAP Ed Grocery Bags:** Customized bags of food and consumables provided to select older adult Meals on Wheels (MOW) clients living on limited income.
**UNIT: one grocery bag**

7. **Volunteers:** An individual who provides their time to perform a service without pay. **UNIT: one individual**

8. **Aged 75 and older:** An Older Adult who is 75 years of age and older.

9. **Low-Income (Greatest Economic Need):** Having monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

10. **Functionally Impaired:** Appears (on the basis of initial observation or reports) to be unable to independently and safely perform activities of daily living (ADLs) - bathing, dressing, toileting, eating, getting in/out of bed, and walking - and/or instrumental activities of daily living (IADLs) - doing heavy housework, doing light housework, shopping, preparing meals, managing medications, using a telephone, managing money, or transportation ability.

11. **Minority:** A member of any race other than Caucasian. Minority races include American Indian/Alaska Native, African American/Black, Asian, Asian Indian, Cambodian, Chinese, Filipino, Japanese, Korean, Laotian, Vietnamese, Other Asian, Native Hawaiian/Pacific Islander, Guamanian, Hawaiian, Samoan, Other Pacific Islander, any Other Race.

12. **Child:** An individual who is not more than eighteen (18) years of age.

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

1. **Supportive Services**

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

## B. NON-COMPLIANCE: STAGES OF SANCTIONS

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

### 1. Phase I - Initial Suspension

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

### 2. Phase II - Penalty Phase

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.

c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) work day after the monthly invoice, activity report, other required reports are due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.
d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.
e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.
f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22

[22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,

age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all

contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

## O. LOBBYING CERTIFICATION

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities" (Attachment C) in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

    a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
    b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

    a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
    b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

   a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit requirements.
   b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

   a. Albany Senior Center
      846 Masonic
      Albany, CA 94706
      510-524-9122
   b. Oakland Department on Aging
      200 Grand Avenue
      Oakland, CA 94610
      510-238-3284
   c. J-Sei, Inc.
      1285 66th St.
      Emeryville, CA 94608
      510-654-4000
   d. North Berkeley Senior Center
      1901 Hearst St.
      Berkeley, CA 94710
      510-981-5190
   e. South Berkeley Senior Center
      2939 Ellis St.
      Berkeley, CA 94703
      510-981-5170
   f. Emeryville Senior Center
      4321 Salem St.
      Emeryville, CA 94608
      510-596-3730
   g. Fruitvale San Antonio Senior Center
      3301 E. 12th Street, Suite 201
      Oakland, CA 94601
      510-535-6123
   h. Mastick Senior Center
      1155 Santa Clara Ave.

Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

a. Dublin Senior Center
7600 Amador Valley Blvd.
Dublin, CA 94568
925-556-4511

b. Pleasanton Department of Parks and Community Services
5353 Sunol Blvd.
Pleasanton, CA 94566
925-931-5365

c. Livermore Senior Services Center
4444 East Avenue
Livermore, CA 94550
925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the

State of California.

## U. CHILD SUPPORT COMPLIANCE ACT

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## V. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

## W. PRIORITY HIRING CONSIDERATIONS

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

## X. PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

## Y. SAME-SEX MARRIAGE

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar

formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.211 (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20)

calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to

the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known*: 4c | | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature:** _____<br><br>**Print Name:** _____<br><br>**Title:** _____<br><br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

**Exhibit B-1**

**ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET**

Contractor: Mercy Retirement and Care Center  Contract Term: 07/01/2022-06/30/2023

MIS Program: **Brown Bag/SNAP-Ed**

| SECTION 1 SALARIES AND EMPLOYEE BENEFITS | | | | |
|---|---|---|---|---|
| **1.1 PAID STAFF (Contract Employee- 20 hours per week)** | **TOTAL PROJECT** | **AAA FUNDED** | **OTHER** | |
| **List # pos., %FTE, wages** | **BUDGET (1)** | **PROJECT BUDGET (2)** | **CASH** | **IN-KIND** |
| Director 100% FTE @ $49.39/hr | 102,730 | 0 | 102,730 | 0 |
| Co-Warehouse/Facilities Manager 100% FTE @ $24.85/hr | 51,688 | 13,964 | 37,724 | 0 |
| Co-Warehouse/Distribution Manager 100% FTE @ $21/hr | 43,680 | 0 | 43,680 | 0 |
| Operations Manager 100% FTE @ $38.62/hr | 80,330 | 20,947 | 59,383 | 0 |
| Development Manager 100% FTE @ 33.65/hr | 70,000 | 0 | 70,000 | 0 |
| Volunteer Coordinator 50% FTE @$32/hr | 33,280 | 0 | 33,280 | 0 |
| Program Manager for Home Delivery @$30.90/hr | 64,272 | 0 | 64,272 | 0 |
| Overtime/Holiday/Vacation Adjustment | 25,630 | 12,089 | 13,541 | 0 |
| Track Driver | 60,600 | 0 | 60,600 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **532,210** | **47,000** | **485,210** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | |
| FICA | 35,580 | 0 | 35,580 | 0 |
| SUI/SDI | 2,661 | 0 | 2,661 | 0 |
| LTD | 0 | 0 | 0 | 0 |
| Dental | 2,993 | 0 | 2,993 | 0 |
| | 419 | 0 | 419 | 0 |
| Health Insurance | 42,499 | 0 | 42,499 | 0 |
| Workers' Comp. | 19,201 | | 19,201 | 0 |
| Retirement | 6,957 | 0 | 6,957 | 0 |
| Life Insurance | 0 | 0 | 0 | 0 |
| EAP/Incentive | 9,905 | 0 | 9,905 | 0 |
| **Subtotal:** | **120,215** | **0** | **120,215** | **0** |
| **1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)** | | | | |
| Volunteers - 150 (6000 hrs)@ $15/hour | 90,000 | 0 | 0 | 90,000 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **90,000** | **0** | **0** | **90,000** |
| **TOTAL SALARY/BENEFIT BUDGET (Sections 1.1, 1.2, 1.3)** | **742,425** | **47,000** | **605,425** | **90,000** |

::

# SECTION 2 SERVICES AND SUPPLIES

| 2.1 TRAVEL AND TRAINING | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| **Staff Travel: Miles x Rate** | 0 | 0 | 0 | 0 |
| Conferences/Conventions | 0 | 0 | 0 | 0 |
| Staff Training - | 2,000 | 0 | 2,000 | 0 |
| Vol.Travel: ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| **Subtotal:** | **2,000** | **0** | **2,000** | **0** |
| 2.2 OCCUPANCY | | | | |
| Rent or Mortgage | 117,000 | 0 | 42,000 | 75,000 |
| Telephone | 2,400 | 0 | 0 | 2,400 |
| Utilities | 19,520 | 0 | 0 | 19,520 |
| Janitorial/Maintenance | 4,500 | 0 | 0 | 4,500 |
| General Liability Ins. | 0 | 0 | 0 | 0 |
| **Subtotal:** | **143,420** | **0** | **42,000** | **101,420** |
| 2.3 OTHER BUDGET COSTS | | | | |
| Supplies/Postage | 20,360 | 0 | 20,360 | 0 |
| Printing/Copying | 4,000 | 0 | 4,000 | 0 |
| Equipment Maintenance | 2,000 | 0 | 2,000 | 0 |
| Donated Food | 4,162,800 | 0 | 0 | 4,162,800 |
| Database Charges | 6,340 | 0 | 6,340 | 0 |
| Purchased Food | 275,000 | 100,000 | 175,000 | 0 |
| Other: | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **4,470,500** | **100,000** | **207,700** | **4,162,800** |
| 2.4 VEHICLE BUDGET | | | | |
| Gas/Oil_____ Miles x Rate _____ | 4,800 | 0 | 4,800 | 0 |
| Maintenance | 2,250 | 0 | 2,250 | 0 |
| Vehicle Insurance | 0 | 0 | 0 | 0 |
| **Subtotal:** | **7,050** | **0** | **7,050** | **0** |
| **TOTAL SERVICES/SUPPLIES BUDGET** | **4,622,970** | **100,000** | **258,750** | **4,264,220** |

# SECTION 3 CAPITAL EQUIPMENT

| **Capital Equipment** *List Items Costing $5,000+ (Include Funding Source)* | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **TOTAL CAPITAL EQUIPMENT BUDGET** | **0** | **0** | **0** | **0** |
| | | | | |
| **GRAND TOTAL BUDGET (Sections 1 - 3)** | **5,365,395** | **147,000** | **864,175** | **4,354,220** |

# SECTION 4 REVENUES

| REVENUE SOURCES: | Total Project Funds | AAA Project Funding | Other | | Committed Funds |
|---|---|---|---|---|---|
| | | | CASH | IN-KIND | |
| **Non-Match:** | 0 | 0 | 0 | 0 | 0 |
| Walter & Elise Haas Fdn | 30,000 | 0 | 30,000 | 0 | 30,000 |
| City of San Leandro | 80,000 | 0 | 80,000 | 0 | 80,000 |
| Individual Donations | 140,090 | 0 | 140,090 | 0 | 0 |
| Donated Food | 4,162,799 | 0 | 0 | 4,162,799 | 4,162,800 |
| FEMA | 35,000 | 0 | 35,000 | 0 | 35,000 |
| Sr. of Mercy Ministry for Poor Fund | 20,000 | 0 | 20,000 | 0 | 20,000 |
| East Bay Fdn on Aging | 30,000 | 0 | 30,000 | 0 | 0 |
| Joseph and Vera Long Foundation | 60,000 | 0 | 60,000 | 0 | 0 |
| FFCRA | 10,000 | 0 | 10,000 | 0 | 10,000 |
| May & Stanley Smith Fdn | 55,000 | 0 | 55,000 | 0 | 55,000 |
| Additional Foundations | 116,600 | 0 | 116,600 | 0 | 12,596 |
| Additional Funding | 137,485 | 0 | 137,485 | 0 | 0 |
| Crescent Porter Hale Foundation | 150,000 | | 150,000 | | |
| | 0 | 0 | | 0 | 0 |
| **Subtotal:** | **5,026,974** | **0** | **864,175** | **4,162,799** | **4,405,396** |
| **Match:** | 0 | 0 | 0 | 0 | 0 |
| Volunteers | 90,000 | 0 | 0 | 90,000 | 90,000 |
| Office and Warehouse Space etc. | 101,421 | 0 | 0 | 101,421 | 101,421 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **191,421** | **0** | **0** | **191,421** | **191,421** |
| Title III Client Donations (if applicable) | 0 | | 0 | 0 | 0 |
| SNAP-Ed Fund | 47,000 | 47,000 | 0 | 0 | 0 |
| County General Funds | 15,000 | 15,000 | 0 | 0 | 0 |
| Measure A Funds (if applicable) | 85,000 | 85,000 | 0 | 0 | 0 |
| **TOTAL FUNDS** | **5,365,395** | **147,000** | **864,175** | **4,354,220** | **4,596,817** |

# SECTION 5 DEDUCTIVE FORMULA

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET: | 5,365,395 |
| 2.) {LESS} MEASURE A FUND: | 85,000 |
| 3.) {LESS}: COUNTY GENERAL FUND | 15,000 |
| 4.) {LESS} OTHER NON-MATCH FUNDS: | 5,026,974 |
| 5.) {EQUALS} TITLE III BUDGET COSTS TO BE MATCHED: | 238,421 |
| 6.) {LESS} TITLE III MATCH FUNDS: [minimum of 10% OF LINE 4] | 191,421 |
| 7.) {LESS} TITLE III CLIENT DONATIONS: | 0 |
| 8.) {EQUALS} EARNED SNAP-Ed Fund: | 47,000 |
| **9.) TOTAL CONTRACT FUNDING (LINE 2 + LINE 7)** | **147,000** |

Exhibit B-2

# Detailed Income Statement - Budget

20 (MRCC)
95 (Brown Bag),

ELDERCARE ALLIANCE

| | Budget Total |
|---|---|
| **Operating Revenue** | |
| [-] Operating Revenue | 1,207,730 |
| [+] Other Operating Revenue | 1,207,730 |
| **TOTAL Operating Revenue** | **1,207,730** |
| **Operating Expense** | |
| [-] Operating Expense | 1,207,894 |
| [-] Wages, Benefits & OS Labor | 702,150 |
| [+] Wages and Benefits | 702,150 |
| [+] General and Administrative Expenses | 127,164 |
| [+] Culinary Expenses | 288,000 |
| [+] Management and Consulting Fee Expense - Interco | 90,580 |
| **TOTAL Operating Expense** | **1,207,894** |
| **Net Operating Income** | **(164)** |
| Margin % | 0.0% |
| **Other Income** | |
| 820500 (In-kind Revenue) | 4,008,000 |
| **TOTAL Other Income** | **4,008,000** |
| **Other Expense** | |
| 920500 (In-kind Expense - Donated Food) | 4,008,000 |
| **TOTAL Other Expense** | **4,008,000** |
| **NET INCOME** | **(164)** |
| Cumulative Net Income | (164) |

## Operating Expense Accounts

| | |
|---|---|
| 510000 (Salaries and Wages) | 548,320 |
| 510002 (Overtime&Doubletime) | 10,602 |
| 510005 (Bonus - Conditional ) | 5,608 |
| 510100 (FICA) | 42,868 |
| 510200 (SUTA) | 2,797 |
| 510300 (Workers Comp) | 16,826 |
| 510400 (Vacation Adjustment) | 3,354 |
| 510500 (Employee Insurance - Health) | 47,017 |
| 510600 (Employee Insurance - Dental) | 3,851 |
| 510900 (Employee Insurance - Vision) | 539 |
| 511000 (401k/403b Employer Match) | 8,384 |
| 511500 (Incentive Plan) | 11,178 |
| 519000 (Employee Benefits- Miscellaneous) | 805 |
| 520900 (Outside Training) | 200 |
| 530100 (Professional Dues) | 500 |
| 531100 (Insurance - General Liability) | 30,000 |
| 532100 (Rental & Leasing - Office Space) | 43,324 |
| 540950 (Food - Other) | 168,000 |
| 540960 (Food - Mobile Pantry) | 120,000 |
| 550100 (Supplies - Expen / Durable Goods) | 34,000 |
| 550160 (Supplies - Low Value IT Software) | 6,340 |
| 550700 (Supplies - Repair Equipment) | 2,000 |
| 570010 (Other Auto & Bus Expense) | 2,250 |
| 570020 (Auto & Bus Fuel) | 8,550 |
| 590800 (Management Fee - Interco) | 90,580 |

# EXHIBIT C
# INSURANCE REQUIREMENTS

## 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 minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

| | TYPE OF INSURANCE COVERAGES | MINIMUM LIMITS |
|---|---|---|
| A | **Commercial General Liability**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| B | **Commercial or Business Automobile Liability**<br>All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)<br>Any Auto or Hired and Non-Owned Autos<br>Bodily Injury and Property Damage |
| C | **Workers' Compensation (WC) and Employers Liability (EL)**<br>As required by State of California | WC: Statutory Limits<br>EL: No less than $1,000,000 per accident for bodily injury or disease |

**D** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. 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. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by 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. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
6. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
7. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Client#: 147270 ELDECARE2

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/05/2022

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

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

**PRODUCER**
Propel Insurance
Seattle Commercial Insurance
601 Union Street, Suite 3400
Seattle, WA 98101-1371

CONTACT NAME: Freddy Mena
PHONE (A/C, No, Ext): 206.960.4394 FAX (A/C, No): 866 577-1326
E-MAIL ADDRESS: Freddy.Mena@propelinsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Cypress Insurance Company | 10855 |
| INSURER B : Philadelphia Indemnity Ins Company | 18058 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Elder Care Alliance
1301 Marina Village Parkway, Suite 210
Alameda, CA 94501

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | [ ] CLAIMS-MADE [ ] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | PHPK2432661 | 06/30/2022 | 06/30/2023 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | [X] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | ELWC319126 | 06/30/2022 | 06/30/2023 | [X] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] | N / A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: County of Alameda, it's Board of Supervisors, the Individual Members thereof, and all County Officers, Agents, Employees, volunteers and representatives.

**CERTIFICATE HOLDER**
County of Alameda
200 San Pablo Ave
Oakland, CA 94612

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

AUTHORIZED REPRESENTATIVE
Deanna Winchester

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2021

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

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

| | |
|---|---|
| **PRODUCER**<br>Caring Communities Shared Services LTD<br>1850 W. Winchester Road<br>Suite 109<br>Libertyville IL 60048 | CONTACT NAME: Underwriting Associate<br>PHONE (A/C, No, Ext): 847-549-8225 FAX (A/C, No): 847-549-8095<br>E-MAIL ADDRESS: Certificates@caringcomm.org |
| **INSURED** Elder Care Alliance<br>Mercy Retirement and Care Center<br>3431 Foothill Blvd<br>Oakland CA 94601 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>INSURER A: Caring Communities, A Reciprocal RRG — 12373<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E: |

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

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

| INSR LTR | TYPE OF INSURANCE | ADD'L INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>X Professional Liability-Claims Made<br>X PL Retro Date 06/30/2012<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | | CCRRRG-0036-22 | 01/01/2022 | 01/01/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000.00<br>$ 300,000.00<br>$ -<br>$ 1,000,000.00<br>$ 3,000,000.00<br>$ incl |
| | **AUTOMOBILE LIABILITY**<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR-GL<br>[ ] EXCESS LIAB [ ] CLAIMS MADE-PL<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| | **OTHER** | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

12/20/2021 15:49:02

County of Alameda, its Board of Supervisors, the individual members thereof, and all county officers, agents, employees and representatives, are included as Additional Insureds under Coverage B Commercial General Liability of this POLICY, but solely with respects to their financial interests, as they may appear, within the Standard Services Agreement executed in connection with the Mercy Brown Bag program.

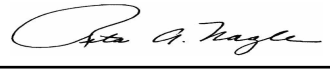
**CERTIFICATE HOLDER**

County of Alameda, its Board of Supervisors, the
individual Members thereof, and all County officers, Agents,
employees, and representatives
Contracts Office - 2000 San Pablo Ave.
Oakland CA 94612

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**





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**The ACORD name and logo are registered marks of ACORD**

# 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 E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Mercy Retirement and Care Center

PRINCIPAL: Carla Sanchez TITLE: VP, Operations

SIGNATURE: DocuSigned by: Carla Sanchez 85173F3F0D8347A... DATE: 1/10/2023

# EXHIBIT G

# ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

C. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

E. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials**.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

    a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

    b. Meeting Contract performance requirements; or

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

(a) Are *not used* as a substantial or essential component of any system; and

(b) Are *not used* as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II**.** **Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ''Anti-Kickback'' Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland ''Anti-Kickback'' Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# EXHIBIT G-1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, Mercy Retirement and Care Center, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Carla Sanchez
85473F3E0D834FA...
Signature of Contractor's Authorized Official

1/10/2023
Date

Carla Sanchez
Name

VP, Operations
Title

SAM.GOV

# Exclusion Search Results 0 Total Results

## Filter by:

| Keyword (ALL) | Status |
| --- | --- |
| "Mercy Retirement and Care Center" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Sur Malley" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Janice Roberts" | Active |

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** **Open Heart Kitchen**

**Service Category:** **CalFresh**

**Originating Staff**

**Name:** Maaza Michael **Date:** **1/10/2023**

1. **AAA Supervisor Review (Delbert)**

   **Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 1/12/2023

2. **AAA Director Review (Jennifer)**

   **Signature:** DocuSigned by: Jennifer Stephen Pierre C3ECA36ACC0F421... **Date:** 1/13/2023

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

   **Signature:** DocuSigned by: Bruce Levitch C75C3AC3226D448... **Date:** 1/13/2023

5. **Financial Analyst (Diogo)**

   **Signature:** DocuSigned by: Diogo Euclaio 5CD82AC7412E4A2... **Date:** 1/13/2023

6. **Interim Finance Director (Robert)**

   **Signature:** DocuSigned by: Robert Woolley 054B7D50DF1847B...

   **Date to SSA Director for Signature:** 1/14/2023

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| | |
|---|---|
| ALOLINK Master Contract #: **900197**<br>Supplier ID #: **64005** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888 / 6** |

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900197** ("Master Contract") made and entered into by and between **Open Heart Kitchen** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED CALFRESH PROGRAM SERVICES FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $8.800.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...

Andrea Ford

Title: Social Services Director

Date: 1/14/2023

**CONTRACTOR**

By: DocuSigned by: Heather Greaux 3CB4500768E54C2...

Heather Greaux

Title: Executive Director

Date: 12/22/2022

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging** Vendor ID #: **64005** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900197** Procurement Contract #: **24174** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **34310** | | | **$ 8,800** | **$ 8,800** |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2131** Contract Maximum: **$8,800**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Maaza Michael** Telephone #: **(510) 577-3538** QIC Code: **24551**

Contractor Name: **Open Heart Kitchen**

Project Name: **CalFresh**

Contractor Address: **1141 Catalina Drive, #137, Livermore, CA 94550**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **1**

BOS Dist. #: **1**

Contractor Telephone #: **(925) 580-1616** Fax #: _____ E-mail (Signatory): **executivedirector@openheartkitch.org**

Contractor Contact Person: **Heather Greaux** E-mail (Contact): **executivedirector@openheartkitch.org**

Contract Service Category: **CalFresh** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$8,800** | | | | |
| Amount of Encumbrance | **$ 8,800** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | **Board Action** | **Board Action** | **Board Action** | **Board Action** |

| Funding Source Allocation: | Federal - CFDA #: **(93.045/93.053)** | State | County | |
|---|---|---|---|---|
| | **$8,800** | | | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF387EBC493...
Signature

**Andrea Ford**
Print or Type Name

Title **Social Services Agency Director** Date 1/14/2023

**CONTRACTOR**

By DocuSigned by: Heather Greaux 3CB4500768E54C2...
Signature

**Heather Greaux**
Print or Type Name

Title **Executive Director** Date 12/22/2022

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

Contract Reference No.: 900197

**EXHIBIT A**

**PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **Open Heart Kitchen,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 - June 30, 2023** |
| **Type of Services** | **Cal Fresh Expansion Outreach and Application Assistance Services** (CFDA 10.561) |

## I. PROGRAM GOALS

A. The purpose of the contract is to provide outreach regarding the Reversing of the SSI/SSP Cash-Out and CalFresh application assistance to SSI/SSP recipients, age 60 and older, and disabled adults in California.

B. CalFresh is a federal food assistance program, funded by the US Department of Agriculture and known as the Supplemental Nutrition Assistance Program (SNAP). CalFresh is an entitlement that provides low-income families with electronic benefits that can be used to purchase food at participating markets and food stores.

C. Supplemental Nutrition Assistance Program (SNAP), formerly known as the Food Stamp Program, provides food purchasing assistance for low- and no-income people living in the U.S. It is a federal aid program, administered by the U.S. Department of Agriculture, under the Food and Nutrition Service (FNS). SNAP is known as CalFresh in California.

D. Services shall be targeted to older residents of Alameda County on a countywide basis (Ashland, Castro Valley, Cherryland, Fairview, Hayward, San Leandro, and San Lorenzo, Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont, Fremont, Newark, and Union City, Dublin, Pleasanton, Livermore, Sunol) with a special emphasis on high-risk elders who are low income, minority clients over 75 years of age. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

3. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

4. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

5. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

6. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

7. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

   Within the first 60-days of the contract, Contractor shall have developed written:

   a. Personnel Policies and Procedures,
   b. Job Descriptions for all staff involved in the program,
   c. Emergency Preparedness Plan including Incident Command System (ICS),
   d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to confidential information complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

   a. 30-days of the start date of this Contract,
   b. 30-days of the start date of any new employee, volunteer, or subcontractor,
   c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request.

C. **SERVICE OBJECTIVES**

1. Contractor shall provide outreach activities for the CalFresh Program (see Welfare and Institutions Code Sections 18904.2 and 18904.3) in accordance with the SNAP Outreach Plan Guidance. (https://fnsprod.azureedge.net/sites/default/files/snap/Outreach_Plan_Guidance.pdf) [SNAP: State Outreach Plan Guidance].

2. Contractor shall cooperate with AAA or its designee by participating in meetings and/or site visits as AAA may deem necessary to monitor Contractor compliance with the agreement.

3. Contractor shall comply with the guidelines for the development of all materials as outlined in the CalFresh Outreach Operations Manual and the approved CalFresh Outreach State Plan. AAA shall provide the CalFresh Outreach Operations Manual to the Contractor on the CDSS website, at http://www.cdss.ca.gov/inforesources/CalFresh-Outreach. [CalFresh Outreach Operations Manual].

4. Contractor shall post CalFresh Outreach messaging on its organization's website. Any website content must be approved by AAA before publication.

5. Contractor shall utilize data sources to support targeted CalFresh Outreach strategies and efforts.

6. Contractor shall cooperate with AAA in data collection related to evaluation of program effectiveness as requested in the manner, format, and timeline prescribed by AAA.

7. Contractor shall participate in training and technical assistance provided by CDSS and AAA, as deemed necessary by AAA.

8. Contractor shall help identify and provide CalFresh outreach activities to individuals who are low income age 60 years or older, blind, and/or disabled individuals and couples who are newly eligible for CalFresh benefits due to the ending of SSI cash-out.

9. Contractor shall certify, on a semi-annual basis, the time and effort of employees working full time on Expanding CalFresh, or certify on a monthly basis, the time and effort of employees working part-time on Expanding CalFresh.

10. Contractor shall conduct Expanding CalFresh Outreach activities as follows:

    a. Customize Expanding CalFresh Outreach materials with AAA contact information.
    b. Print outreach materials for distribution to SSI/SSP recipients in the County.
    c. Disseminate outreach materials to SSI/SSP recipients through the following means:
        1) Post outreach materials at each site where Older Americans Act (OAA) and SNAP-Ed (if applicable) programs and services are provided including senior centers, community centers, low-income senior housing sites, and AAA and service provider lobbies.
        2) Post outreach flyers and/or distribute brochures at special events including farmers' markets.
        3) Provide outreach flyers and brochures to partners including county agencies and food banks for distribution to SSI/SSP recipients.
        4) Provide outreach letters to SSI/SSP recipients receiving OAA services at home, including home-delivered meals.
        5) Provide guidance and technical assistance to Information & Assistance program staff to identify SSI/SSP recipients and provide outreach messaging when speaking with older adults, family members, and caregivers.
        6) Engage volunteers to assist with outreach efforts.
        7) Include outreach materials with scheduled mailings to program participants.
        8) Post outreach messaging on AAA website.

9) For contractor who have established social marketing, provide outreach messaging on Facebook, Twitter, and Instagram.

11. Contractor shall quantify all outreach materials and methods utilized. Conduct outreach activities to provide and disseminate the following outreach materials: Expanding CalFresh materials disseminated to potential SSI/SSP recipients.

12. Contractor shall conduct CalFresh application assistance activities as follows:

    a. The role of Application Assistance Coordinator will be assigned to at least one person at the contracting agency.
        1) Application assistance will be scheduled at program sites coinciding with regular program services to include Title IIIC Congregate meals, Title IIID Disease Prevention and Health Promotion classes, and SNAP-Ed activities (where applicable).
        2) Sites where application assistance coordination will be conducted may include senior centers, community centers, senior residential housing, parks and any other locations where program services are currently held.
        3) Application Assistance Coordinators will coordinate with providers of services provided in the home including home-delivered meals (HDM) to offer CalFresh application assistance to all HDM participants receiving SSI/SSP.
        4) Use participant intake forms, or other means, to identify and provide outreach information to SSI/SSP recipients.
        5) The Application Assistance Coordinators will assist older adults and/or adults with disabilities in accessing and completing the CalFresh enrollment process through any the following methods:

            i. Online
            ii. Paper
            iii. Telephone

        6) The Application Assistance Coordinators will provide one-on-one assistance to SSI/SSP recipients (and family member and/or caregiver if available) to initiate and complete the initial CalFresh application process.

            i. Review potential income deductions to increase the likelihood of CalFresh eligibility. Potential income deductions include Uncapped Excess Shelter, Excess Medical and Standard Medical Deduction, and Dependent Care Deduction.

ii. Assist SSI/SSP recipients with submission of all required paperwork, including recipient signature, to the local Social Services Agency (SSA).
iii. Contact SSI/SSP recipient within 2 weeks following application submission to ensure recipient has been contacted for an interview.

13. Contractor shall conduct application assistance activities to provide the following deliverables:

    a. CalFresh Pre-Screening: Use of a paper or electronic tool to inform potential applicants that they may be eligible. Please note that only CWDs can make an eligibility determination.
    b. CalFresh Applications Submitted: CalFresh applications (by paper, phone, and online) that have been submitted on behalf of a client and funded by the CalFresh Outreach Plan.
    c. CalFresh Applications Approved: CalFresh applications that have been submitted on behalf of a client and approved by the CWD for benefits.

14. Contractor shall utilize allocated funds for Expanding CalFresh outreach and application assistance activities; and is liable for repayment of unallowable costs.

15. Contractor shall expand CalFresh outreach and application assistance activities targeting to SSI/SSP recipients, age 60 and older, and disabled adults in California.

16. Contractor shall expand CalFresh outreach and application assistance activities reasonable and necessary to accomplish AAA goals.

17. Contractor shall charge no fees for services.

18. Contractor shall not use funds from this contract for public service announcements on radio, television or billboards. For reference, please see the Farm Bill (Agricultural Act of 2014, Section 4018(a) https://www.gpo.gov/fdsys/pkg/BILLS-113hr2642enr/pdf/BILLS-113hr2642enr.pdf

19. Contractor shall ensure compliance with USDA, FNS civil rights requirements: Staff providing outreach and application assistance participates in civil rights training and maintains training documentation on file.

20. Contractor shall have written procedures and a reliable email system to assure that all submitted CalFresh data is timely, complete, accurate, and verifiable.

21. Contractor shall review and monitor the collection of contract data to ensure it is accurately reported.

22. Contractor shall attend and participate in required Expanding CalFresh contract data collection training.

23. Contractor shall electronically submit CalFresh monthly data to AAA no later than the 10th of each month, for the previous month, unless otherwise specified by AAA.

24. If the Contractor anticipates submitting a late report, the Contractor shall submit a written explanation to AAA, including the reasons for the delay and the estimated date of submission, five (5) days prior to the report due date.

25. Contractor shall verify the accuracy of all data submitted to AAA and respond to any AAA data verification requests.

26. Contractor shall collect and submit data in accordance with the CDA Expanding CalFresh requirements.

27. Contractor shall submit quarterly progress reports providing details on the progress and achievements in reaching AAA goals. A quarterly report form will be provided by AAA and is due twenty (20) days after the end of each quarter, or as instructed by AAA. Quarterly reports shall be submitted to AAA.

D. **MIS UNITS OF SERVICE**

1. Contractor shall provide the following units of service during this contract period in a manner that distributes them reasonably in all four geographic areas, and evenly over the months of the contract.

2. Contractor shall conduct Application Assistance Activities to reach one thousand thirty-two (1,032) SSI Recipients with Outreach Materials during the annual contract period.

3. Contractor shall submit one hundred eighteen (118) CalFresh Applications during the annual contract period.

4. Contractor shall provide CalFresh Application Assistance to four hundred twenty-five (425) Unduplicated Recipients during the annual contract period.

5. Contractor shall submit the number of Expanding CalFresh Outreach Materials disseminated monthly to AAA.

6. Contractor shall submit CalFresh Pre-Screening performed data monthly to AAA.

7. Contractor shall submit CalFresh Applications approved data monthly to AAA.

| CAL FRESH EXPANSION SERVICE UNITS | NUMBER OF UNITS TO BE PROVIDED | |
|---|---|---|
| | ANNUALLY (12 months) | MONTHLY (approx.) |
| | | |
| SSI Recipients Reached with Outreach Material | 1,032 | 86 |
| CalFresh Applications Submitted | 118 | 10 |
| CalFresh Recipients Receiving Application Assistance | 425 | 35 |

E. **DEFINITIONS**

1. **Activity**: means actual work performed by program personnel to implement objectives.

2. **Advantaged SSI Recipient:** An older adult living in a household where other members are already receiving CalFresh and the household will experience an increase in CalFresh benefits based on household income level.

3. **Applicant:** Persons/household who have applied for CalFresh benefits.

4. **Application Assistance:** The provision of help to clients in completing the CalFresh application and gathering verification documents. It may include delivery of signed applications to the local office. Application assistance provides support to the client during the application phase, which can lead to a more complete application, fewer trips to the local office, and easier processing for the eligibility worker.

5. **CalFresh Applications Approved:** CalFresh applications that have been submitted on behalf of a client and approved by the County Welfare Directors (CWD) for benefits. It is beyond the scope of this contract for the Contractor to obtain application status on each paper or electronic application from their CWD.

6. **CalFresh Applications Submitted:** CalFresh applications (both paper and on-line) that have been submitted on behalf of a client and funded by the CalFresh Outreach Plan.

7. **California Department of Social Services (CDSS):** The agency with responsibility for implementation and oversight of the CalFresh outreach Plan.

8. **Disadvantaged SSI Recipient**: An older adult living in a household where other members are already receiving CalFresh and the household will experience a

decrease in CalFresh benefits based on household income level. They will be eligible to receive a State-funded nutrition benefit called the Supplemental Nutrition Benefit (SNB).

9. **Discontinued SSI Recipient:** An older adult living in a household where other members are already receiving CalFresh and the household will experience a loss of CalFresh eligibility based on household income level. They will be eligible to receive a State-funded nutrition benefit called the Transitional Nutrition Benefit (TNB).

10. **Existing CalFresh Household**: One or more members of a household are already receiving CalFresh.

11. **Newly Eligible SSI Recipient**: Those who are newly eligible for CalFresh as a result of the reversal of the SSI Cash-Out.

12. **Older Adult**: A person age 60 or older.

13. **Outreach:** Educational and informational efforts that provide information about the nutritional and other benefits of participating in CalFresh, as well as basic information about how to apply, directed to nonparticipating but potentially eligible persons. Also referred to as "program informational activities." These program informational activities accomplish the following:
    a. Inform low-income households about the availability, eligibility requirements, and application procedures,
    b. Provide information about the nutritional benefits of CalFresh,
    c. Correct myths and misperceptions about CalFresh, and,
    d Allow individuals to make an informed decision about whether to apply based on accurate information. Allowable outreach activities do not include recruitment activities. See the definition of "recruitment activities" for more information.

14. **Outreach Operations Manual**: The document that provides all the guidelines and information for managing CalFresh outreach.

15. **Outreach Plan Guidance:** The document that specifies allowable activities.

16. **Participant:** An individual age 60 or older participating in an Older American's Act or SNAP-Ed activity.

17. **Prescreening:** The process by which potentially eligible people are asked basic eligibility questions (not the complete application) in order to estimate potential eligibility for CalFresh. Pre-screening is a way to educate low income people who don't know they could be eligible for benefits. Pre-screening may be done on a computer or on paper.

18. **Program Requirements:** CalFresh program requirements found in the SNAP: Nutrition Education and Obesity Prevention Grant Program, Interim Rule (7 CFR 272.2); SNAP: State Plan Outreach Guidance; and California Department of Aging (CDA) Program Memoranda.

19. **Recruitment Activities:** Activities designed to persuade an individual to apply for SNAP benefits through the use of persuasive practices. Persuasive practices constitute coercing or pressuring an individual to apply or providing incentives to fill out an application. Recruitment activities are unallowable costs.

20. **SSI/SSP Cash-Out:** refers to the 1974 policy giving states the option to increase monthly SSP funds to SSI/SSP recipients by ten (10) dollars in lieu of providing federal food benefits to SSI/SSP recipients. California is the last state to reverse the SSI/SSP Cash-Out.

21. **State Fiscal Year (SFY):** The period that begins July 1 of one year through June 30 of the following year.

22. **State Supplemental Payment (SSP):** The State-funded cash assistance program administered by the Social Security Administration which augments SSI.

23. **Supplemental Security Income (SSI):** The Federal cash assistance program administered by the Social Security Administration that provides monthly benefits to people with limited income and resources who are disable, blind, or age 65 or older.

24. **Targeted Audience:** SSI/SSP recipients, age 60 or older, and disabled adults in California, in reference to the ending of SSI Cash-Out.

25. **United States Department of Agriculture, Food and Nutrition Service (USDA, FNS):** An agency that works to end hunger and obesity through the administration of fifteen (15) federal nutrition assistance programs including SNAP.

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

1. **Supportive Services**

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

B. **NON-COMPLIANCE: STAGES OF SANCTIONS**

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements- Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) work day after the monthly invoice, activity report, other required reports are due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in

Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.

d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.

e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.

f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

g. Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names,

addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which

prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

O. **LOBBYING CERTIFICATION**

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this

federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities" (Attachment C) in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability

(RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

    a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
    b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

    a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
    b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

    a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit requirements.
    b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

    a. Albany Senior Center
    846 Masonic
    Albany, CA 94706

510-524-9122

b. Oakland Department on Aging
200 Grand Avenue
Oakland, CA 94610
510-238-3284

c. J-Sei, Inc.
1285 66th St.
Emeryville, CA 94608
510-654-4000

d. North Berkeley Senior Center
1901 Hearst St.
Berkeley, CA 94710
510-981-5190

e. South Berkeley Senior Center
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

f. Emeryville Senior Center
4321 Salem St.
Emeryville, CA 94608
510-596-3730

g. Fruitvale San Antonio Senior Center
3301 E. 12th Street, Suite 201
Oakland, CA 94601
510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.

Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

a. Dublin Senior Center
7600 Amador Valley Blvd.
Dublin, CA 94568
925-556-4511
b. Pleasanton Department of Parks and Community Services
5353 Sunol Blvd.
Pleasanton, CA 94566
925-931-5365
c. Livermore Senior Services Center
4444 East Avenue
Livermore, CA 94550
925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

V. **UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

W. **PRIORITY HIRING CONSIDERATIONS**

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily timecards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by

#7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.211 (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the National Aging Program Information System (NAPIS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known***:** 4c | | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known***:** |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

# EXHIBIT B-1

## PROGRAM BUDGET

## ALAMEDA COUNTY AREA AGENCY ON AGING
## CalFresh

Contractor: **Open Heart Kitchen** Contract Term: 7/1/2022 – 9/30/2023

Program: CalFresh

1. County shall pay Contractor upon successful completion and acceptance of the following services listed below:

    - SSI Recipients Reached with Outreach Materials
    - CalFresh Recipients Receiving Application Assistance
    - CalFresh Recipients Submitting Completed Applications

2. The AAA Reimbursement Rate is $16.00 per service unit a total funding amount of $8,800.

3. Invoices shall be approved by Alameda County Social Services Agency. Please email invoices to SSAInvoices@acgov.org.

4. Payment under the terms of this contract shall not exceed the total contract funding amount of $8,800. This cost includes all taxes and all other charges.

Exhibit B-2

| | | FY2022-23 Budget |
|---|---|---|
| **Support and Revenues** | | |
| Foundations | $ | 122,100 |
| Corporations | $ | 80,615 |
| Individual Contributions | $ | 1,238,125 |
| Small Business/Nonprofit Groups | $ | 85,500 |
| Workplace Giving | $ | 190,000 |
| Places of Worship | $ | 35,000 |
| Government Grants | $ | 611,700 |
| Satisfaction of Prior Year Restrictions | $ | 802,579 |
| Investment Income | $ | 6,800 |
| Program Revenue | $ | 40,000 |
| Release of Board Designated Funds | $ | 508,060 |
| **Total Support and Revenues** | **$** | **3,720,479** |
| | | |
| **Expenses** | | |
| Payroll | $ | 1,694,787 |
| Food & Supplies | $ | 701,765 |
| Occupancy | $ | 530,276 |
| Other | $ | 445,965 |
| **Total Expenses** | **$** | **3,372,792** |
| | | |
| **Non Cash Income** | | |
| In-Kind Donations | $ | 1,278,200 |
| **Non Cash Expenses** | | |
| Depreciation | $ | 30,600 |
| Donated Goods and Services Exp | $ | 1,278,200 |
| | | |
| Revenues Less Expenses | $ | 317,087 |
| *Net Operating Revenue* | $ | (0) |
| *Net Restricted Revenue** | $ | 317,087 |
| | | |
| **Projected Meal Count** | | |
| Food Pantry Distribution (CPOD) | | 500,000 |
| Hot Meal | | 50,500 |
| Senior Meal | | 106,500 |
| Street Outreach | | 36,000 |
| **Total Projected Meal Count** | | **693,000** |

**Restricted to the capital campaign for the Vineyard 2.0 Kitchen construction project.*

# EXHIBIT C
# INSURANCE REQUIREMENTS

## 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 minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

| | TYPE OF INSURANCE COVERAGES | MINIMUM LIMITS |
|---|---|---|
| A | **Commercial General Liability**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| B | **Commercial or Business Automobile Liability**<br>All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)<br>Any Auto or Hired and Non-Owned Autos<br>Bodily Injury and Property Damage |
| C | **Workers' Compensation (WC) and Employers Liability (EL)**<br>As required by State of California | WC: Statutory Limits<br>EL: No less than $1,000,000 per accident for bodily injury or disease |

**D** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. 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. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by 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. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
6. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
7. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2022

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

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

| PRODUCER | CONTACT NAME: Michelle Morgan | |
|---|---|---|
| Gene Morgan Insurance Agency | PHONE (A/C, No, Ext): (925) 447-2565 | FAX (A/C, No): (925) 447-2463 |
| 2020 4th Street | E-MAIL ADDRESS: michelle@genemorganinsurance.com | |
| Livermore CA 94550 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Nonprofits Insurance Alliance of California | |
| **INSURED** | INSURER B : Ohio Security Insurance Co | 24082 |
| Open Heart Kitchen | INSURER C : Rated by Multiple Companies | 00914 |
| 1141 Catalina Drive #137 | INSURER D : | |
| | INSURER E : | |
| Livermore CA 94550 | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** CL22121609803 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | 2022-14886 | 12/28/2022 | 12/28/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits | $ 1,000,000<br>$ 500,000<br>$ 20,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | | BAS56286393 | 12/28/2022 | 12/28/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Business Auto | $ 1,000,000<br>$<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 57WECAN7ZCG | 10/22/2022 | 10/22/2023 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Professional Liability | Y | | 2022-14886-ACC | 12/28/2022 | 12/28/2023 | Coverage Limit | $1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are named as additional insured.

**CERTIFICATE HOLDER**

County of Alameda, its board of Supervisors, the individual members
2000 San Pablo Ave
Oakland CA 94612

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Michelle Morgan

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| County of Alameda<br>County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**1.** In the performance of your ongoing operations; or

**2.** In connection with your premises owned by or rented to you.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012 

# Exhibit D

Audit Requirements

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (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 E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Open Heart Kitchen

PRINCIPAL: Heather Greaux TITLE: Executive Director

SIGNATURE: DocuSigned by: Heather Greaux 3CB4500768E54C2... DATE: 12/22/2022

# EXHIBIT G

# ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

C. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

E. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials**.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

    a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

    b. Meeting Contract performance requirements; or

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

(a) Are *not used* as a substantial or essential component of any system; and

(b) Are *not used* as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II**.** **Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ''Anti-Kickback'' Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland ''Anti-Kickback'' Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# EXHIBIT G-1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, Open Heart Kitchen, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Heather Greaux
3CD8100726BE5A3...
Signature of Contractor's Authorized Official

12/22/2022
Date

Heather Greaux
Name

Executive Director
Title

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (EXACT) | Status |
| --- | --- |
| "Open Heart Kitchen" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Mike Haase" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Heather Greaux" | Active |

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** **City of Berkeley**

**Service Category:** **Home Delivered Nutrition**

**Originating Staff**

**Name:** _Jose Villaflor_____ **Date:** 12/22/22

1. **AAA Supervisor Review (Delbert)**

**Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 12/22/2022

2. **AAA Director Review (Jennifer)**

**Signature:** DocuSigned by: Jennifer Stephens-Pierre C3ECA36ACC0F421... **Date:** 12/27/2022

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

**Signature:** DocuSigned by: Bruce Levitch C75C3AC3226D448... **Date:** 12/30/2022

5. **Financial Analyst (Diogo)**

**Signature:** DocuSigned by: Diogo Euschio 5CB89AC7412E4A2... **Date:** 1/3/2023

6. **Interim Finance Director (Robert)**

**Signature:** DocuSigned by: Robert Woolley 054B7D50DE1847B...

**Date to SSA Director for Signature:** 1/18/2023

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| | |
|---|---|
| ALOLINK Master Contract #: **900161**<br>Supplier ID #: **32624** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888/ 6** |

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900161** ("Master Contract") made and entered into by and between **City of Berkeley** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED HOME DELIVERD MEALS SERVICES FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $84,000.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...

Andrea Ford

Title: Social Services Agency Director

Date: 1/18/2023

**CONTRACTOR**

By: DocuSigned by: D7DABAFA0609461...

Dee Williams-Ridley

Title: City Manager

Date: 12/21/2022

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **32624** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900161** Procurement Contract #: **24089** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **33800** | | | **$ 73,295** | **$ 73,295** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 10,705** | **$ 10,705** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2014-F** Contract Maximum: **$84,000**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Jose Villaflor** Telephone #: **(510) 268-2454** QIC Code: **23501**

Contractor Name: **City of Berkeley**

Project Name: **Home Delivered Nutrition- Title IIIC-2**

Contractor Address: **1900 Sixth Street, Berkeley CA, 94710**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **93**

BOS Dist. #: **5**

Contractor Telephone #: **(510) 981-5178** Fax #: **(510) 981-5220** E-mail (Signatory): **dwilliams-ridley@cityofberkeley.info**

Contractor Contact Person: **Tanya Bustamante** E-mail (Contact): **tbustamante@cityofberkeley.info**

Contract Service Category: **Home Delivered Nutrition- Title IIIC-2** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$84,000** | | | | |
| Amount of Encumbrance | **$ 84,000** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888/ 6** | | | | |
| Reason | **Board Action** | **Board Action** | **Board Action** | **Board Action** | **Board Action** |

| Funding Source Allocation: | Federal - CFDA #: **93.045** | State | County | |
|---|---|---|---|---|
| | **$73,295** | | **$ 10,705** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF38... Signature

**Andrea Ford**
Print or Type Name

Title **Social Services Agency Director** Date 1/18/2023

**CONTRACTOR**

By DocuSigned by: D7DABAFA0609461... Signature

**Dee Williams-Ridley**
Print or Type Name

Title **City Manager** Date 12/21/2022

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

Contract Reference No.: 900161

# EXHIBIT A

## PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **City of Berkeley,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 - June 30, 2023** |
| **Type of Services** | **Home Delivered Nutrition** (Title IIIC-2, Fed. Catalog # 93.045) |

## I. PROGRAM GOALS

A. The goal of Congregate Nutrition Services is to maintain or improve the physical and social well-being of individuals 60 years of age or older. Congregate Nutrition Services consist of the procurement, preparation, transportation, and service of culturally appropriate meals and nutrition education.

B. **Home Delivered Nutrition Services (Title III C-2)** means nutrition services provided to eligible homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Program participants shall receive at least one meal per day. Each meal shall meet all of the requirements of the Older Americans Act and State/Local laws, provide a minimum one-third (1/3) of the Dietary Reference Intakes (DRI) in compliance with the current Dietary Guidelines for Americans, 2010.

**Title 22 Section 7638.11** (a) Nutrition education shall be provided a minimum of ten (10) times per year to participants in home-delivered meal programs.

C. **Nutrition Services Incentive Program (NSIP)** is the name for the United States Department of Agriculture (USDA) cash allotment or commodity program. The purpose of the program is to provide incentives to encourage and reward effective performance in the efficient delivery of nutritious meals to older individuals.

D. Services shall be targeted to older residents of **North** Alameda County (Albany, Berkeley, and Emeryville) with a special emphasis on low-income minority Older Adults. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the older Americans Act Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure in accordance with AAA Policies and Procedures guidelines. The policy and procedure must include provisions for:

prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

    a. 30-days of the start date of this Contract,

b. 30-days of the start date of any new employee, volunteer, or subcontractor,
c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

   a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.
   b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
   c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
   d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

## C. SERVICE OBJECTIVES

1. Meals shall be prepared daily, Monday through Friday, except those designated as County Holidays and/or other days as mutually agreed upon. Meals shall be prepared and served five days a week through the service area but not necessarily five days a week at each site.

2. Menu Requirements: Menu planning shall be in accordance with Older Americans Act, State and Local standards.

   a. Contractor must submit all menus to the Area Agency on Aging for certification a minimum of six weeks prior to use;
   b. Menus must be culturally sensitive and responsive to participants' preferences - at least 12 culturally focused menu days shall be substituted annually and will normally coincide with holidays or special events;
   c. Contractor must utilize a Registered Dietitian to ensure that the Title 22 regulations are satisfied.
   d. Contractor shall be responsible for menu reproduction and distribution;
   e. Contractor shall provide the Area Agency on Aging with all recipes proposed, in HACCP format, as well as product information and specifications for all prepackaged items and all ingredients to be used in program meals for approval before use;

f. All service areas in which over 10% of the targeted population has a primary language other than English must have menus and nutrition education available in that language;
g. All substitutions for approved menu items must be authorized by either the Contractor's Registered Dietitian or the Area Agency on Aging's Registered Dietitian in advance. Failure to obtain authorization may result in a partial or total disallowance from payment to contractor for all affected meals.

3. Meal Delivery

   a. Bulk meals shall be delivered to the meal sites at times mutually agreed upon by contracting agencies,
   b. Delivery locations may be added or deleted through negotiations with appropriate agencies and approval from the Area Agency on Aging.
   c. Time elapsed from preparation to senior meal service shall not exceed two hours. Foods which, in the opinion of the Area Agency on Aging Nutritionist, are normally served either hot or cold must be delivered at temperatures that ensure that hot food is at least 135 degrees and that cold food is under 41 degrees at the time of service to congregate meal participants, and
   d. Adequate back-up plans shall be in place so that personnel/vehicle emergencies do not disrupt program services.

4. Contractor shall be responsible for the purchase, maintenance, repair, and storage of all raw food, food supplies, non-food supplies, kitchen equipment, and transport and temperature control equipment to prepare all meals in bulk pans, operate a kitchen site and fulfill all contract requirements. Contractor is encouraged to use environmentally sound practices and products in the meal service operation and delivery.

5. Meals must be produced at a HACCP compliant kitchen with a valid health permit and current health inspection status from the Environmental Health Division of the Alameda County Public Health Department, and conform to California Retail Food Code (CRFC) and AAA Nutrition Policy and Procedures Manual.

6. Meal Site Requirements

   a. Contractor shall inform clients that the Congregate Meal program is not fully funded by the OAA and that they will be asked to contribute. All contributions are to be voluntary and anonymous. Project income from client donations in excess of the budgeted level is to be used to expand or support the meal service.
   b. Ethnic meals shall be available in neighborhoods with a high concentration of the ethnic-specific target population. Bi-lingual and bi-cultural staff shall be recruited to manage ethnic meal sites.
   c. Each meal site shall serve a daily average meal attendance of at least 25

people. Title III dollars may not be used to staff meal sites with an daily attendance less than 25.

d. Contractor shall ensure the presence of a CRFC, ServSafe Certified staff person at each meal site to provide oversight and ensure that all safety and sanitation control standards are met at the site.

e. Contractor shall not preclude the service of a meal to a participant who has failed to make a reservation when food is available.

f. Each meal site shall:

(1) Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place.

(2) Have restrooms, lighting, and ventilation which meet the requirements of the CRFC.

(3) Have equipment, including tables and chairs, that is sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization.

g. Participant Contributions

(1) Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at the Contractor's site.

(2) Contractor shall develop a suggested contribution amount considering the income ranges of the older individuals in the community and the Contractor's other sources of income.

(3) A sign indicating the suggested contribution for eligible individuals, and the fee for guests, shall be posted near the contribution container at each congregate meal site. A guest fee shall cover all meal costs.

(4) All contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.

7. Contractor must maintain adequate staffing to meet minimum Title 22 requirements. All staff positions must meet minimum requirements set forth in Title 22 and local policies and procedures. Food production agencies must utilize a Registered Dietitian with adequate hours to complete minimum staffing requirements. Contractor dietitian shall maintain required time and temperature documentation for the AAA at monitoring visit and submit menus monthly to the AAA Nutritionist for approval. Staff from the provider shall attend all mandatory AAA meetings. AAA must be notified within 10 days of changes in administrative staff for all contracted providers.

8. Contractor shall implement procedures for regularly obtaining the views of participants about the services received. All meal recipients shall be given the opportunity to complete an annual Consumer Satisfaction Survey; results will be sent to the AAA.

9. Program staff or dietitians of the Area Agency on Aging shall have the right to inspect the food production kitchen at any time and without notice. A chemical

analysis of any food provided by the contractor may be made by the Area Agency on Aging at any time. The contractor is liable for the cost of analysis if the finding discloses that the food does not comply with meal or health regulations. Contractor records and reports shall be made available for audit, assessment or inspection by Alameda County, the State or Federal government.

10. Contractor shall offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. 122 CCR 7638.7(b)(1)l Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(bX2)]

11. Contractor shall ensure that meal counts associated with Title III-C1, III-C2 and NSIP are in accordance with 22 CCR 7638.7(aX1)-(4). Contractor shall report a meal only once as a Title III meal.

12. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

13. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

14. **Shared Service Objectives -** Shared provision of meal service by two collaborating agencies requires cooperation in meal ordering, production, and delivery. Extra meals produced are the financial responsibility of the food production agency; extra meals ordered but not served are the financial responsibility of the administrative agency.

    With this understanding, the Area Agency on Aging includes the following provisions to facilitate meal service:

    a. Food production agencies may not over serve their contract without approval by the Area Agency on Aging.
    b. The Area Agency on Aging shall carefully monitor contract totals and variances between meals ordered and meals produced.
    c. Contractor shall submit copies of MOUs with partner agencies within 90 days of the beginning of this contract. These MOUs shall require the following provisions:

       (1) Meals shall be produced at a HACCP compliant kitchen with a valid health permit and current health inspection status from the Environmental Health Division of the Alameda County Public Health Department and conform to California Retail Food Code (CRFC) and AAA Nutrition Policy and Procedures Manual.

(2) Sites shall be monitored by the Contractor.
(3) Forms required by the Contractor shall be used by partnering agency.
(4) Sites may be monitored by the Alameda County Area Agency on Aging.

D. **MIS UNITS OF SERVICE**

1. Contractor shall provide the following units of service during this contract period in a manner that distributes them reasonably and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older as follows:

| | |
|---|---|
| a. Aged 75 and older | 30% |
| b. Low Income (Greatest Economic Need) | 32% |
| c. Functionally impaired | 30% |
| d. Minority | 52% |

3. Contractor shall provide Home Delivered Nutrition services to a minimum of five hundred ninety (590) New (unduplicated) Older Adults during the annual contract period.

4. Contractor shall provide a minimum of seventy-three thousand five hundred (73,500) Home Delivered Meals during the annual contract period.

5. Contractor shall provide a minimum of two thousand nine hundred and forty (2,940) sessions of Nutrition/Safety and Sanitation Education during the annual contract period.

| # OF NEW OLDER ADULTS TO BE SERVED ANNUALLY | SERVICE UNIT NAME | NUMBER OF UNITS TO BE PROVIDED | |
|---|---|---|---|
| | | ANNUALLY | MONTHLY (approximately) |
| 590 | Home Delivered Meals C-2 | 73,500 | 6,125 |
| | Nutrition/Safety and Sanitation Education | 2,940 | 245 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title III C-1 and C-2** means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. IOAA 5305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 71351

a. Contractor shall provide a meal to an eligible individual Individuals eligible to receive a meal at a congregate nutrition site are:
   (1) Any older individual.
   (2) The spouse of any older individual.
   (3) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
   (4) Disabled individual who resides at home with and accompanies an older individual who participates in the program.

b. Contractor shall provide a home-delivered meal to an eligible individual who is:
   (1) An older individual who is frail as defined by 22 CCR7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
   (2) A spouse of a person in 22 CCR 7638.7(cX1), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
   (3) An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
   (4) Priority shall be given to older individuals identified in 22 CCR7638.7(c)(1). 22 CCR 7638.7(c)

2. **New Older Adult:** An individual 60 years of age and older who receives service through the terms of this contract as of July 1 of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Older Adult receiving services related to this grant is counted only once during the contract year. **UNIT: one contact per contract period**

3. **Home Delivered Meals (C-2):** A meal provided to an eligible individual in his or her place of residence, that meets all of the requirements of the Older Americans Act and State/Local laws, assures a minimum one-third of the current Dietary Reference Intake, and shall comply with dietary guidelines for Americans. **UNIT: one meal**

4. **Nutrition Education (C-1):** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA. A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction. Sessions may be in a group or individual setting. Programs and materials are to be approved and overseen by a dietitian or

individual of comparable expertise. Methods of education may include demonstrations, audio-visual presentations, or printed handout materials. Printed handout materials may be used as, but not limited to, the sole education component for home-delivered meal program participants.

**Minimum Nutrition Education Service Units:** Annual Total Contracted Meals divided by 250 (Annual Serving Days), then multiplied by 10 (months).

**UNIT: one session per participant**

5. **Aged 75 and older:** An Older Adult who is 75 years and older.

6. **Low Income (Greatest Economic Need):** Having monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

7. **Functionally Impaired:** Appears (on the basis of initial observation or reports) to be unable to independently and safely perform activities of daily living (ADLs)- bathing, dressing, toileting, eating, getting in/out of bed, and walking - and/or instrumental activities of daily living (IADLs)- doing heavy housework, doing light housework, shopping, preparing meals, managing medications, using a telephone, managing money, or transportation ability.

8. **Minority:** A member of any race other than Caucasian. Minority races include American Indian/Alaska Native, African American/Black, Asian, Asian Indian, Cambodian, Chinese, Filipino, Japanese, Korean, Laotian, Vietnamese, Other Asian, Native Hawaiian/Pacific Islander, Guamanian, Hawaiian, Samoan, Other Pacific Islander, any Other Race.

9. **Child:** An individual who is not more than eighteen (18) years of age.

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

#### 1. Supportive Services

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time

frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

## B. NON-COMPLIANCE: STAGES OF SANCTIONS

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.

e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) work day after the monthly invoice, activity report, other required reports are due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.
d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.

e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.

f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes

and from data or information made available to the public unless the consent of the older individual has been obtained.

## E. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that

does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

O. **LOBBYING CERTIFICATION**

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities" (Attachment C) in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a

prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit requirements.
b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

a. Albany Senior Center
846 Masonic
Albany, CA 94706
510-524-9122
b. Oakland Department on Aging
200 Grand Avenue
Oakland, CA 94610
510-238-3284
c. J-Sei, Inc.
1285 66th St.
Emeryville, CA 94608
510-654-4000
d. North Berkeley Senior Center
1901 Hearst St.
Berkeley, CA 94710

510-981-5190

e. South Berkeley Senior Center
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

f. Emeryville Senior Center
4321 Salem St.
Emeryville, CA 94608
510-596-3730

g. Fruitvale San Antonio Senior Center
3301 E. 12th Street, Suite 201
Oakland, CA 94601
510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

a. Dublin Senior Center

7600 Amador Valley Blvd.
Dublin, CA 94568
925-556-4511

b. Pleasanton Department of Parks and Community Services
5353 Sunol Blvd.
Pleasanton, CA 94566
925-931-5365

c. Livermore Senior Services Center
4444 East Avenue
Livermore, CA 94550
925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

V. **UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

W. **PRIORITY HIRING CONSIDERATIONS**

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

X. **PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS**

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

Y. **SAME-SEX MARRIAGE**

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind

documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.
8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.21l (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older Americans Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

7. **Covid-19 Weekly Reporting:** All Contractors are required to report the following information on a weekly basis:

   a. Inbound Call activity in response to the Covid-19 Pandemic;
   b. Outbound Call activity in response to the Covid-19 Pandemic;
   c. Senior Nutrition Providers are also required to report the number of older adult participants and the number of meals served in response to the Covid 19 Pandemic.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be

forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<table>
<tr>
<td>1. Type of Federal Action:<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance</td>
<td colspan="2">2. Status of Federal Action:<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award</td>
<td>3. Report Type:<br>a. initial filing<br>_____ b. material change<br><br>For material change only:<br>Year _____ quarter _____<br>Date of last report_____</td>
</tr>
<tr>
<td colspan="2">4. Name and Address of Reporting Entity:<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>Congressional District, if known: 4c</td>
<td colspan="2">5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:<br><br>Congressional District, if known:</td>
</tr>
<tr>
<td colspan="2">6. Federal Department/Agency:</td>
<td colspan="2">7. Federal Program Name/Description:<br><br>CFDA Number, if applicable: _____</td>
</tr>
<tr>
<td colspan="2">8. Federal Action Number, if known:</td>
<td colspan="2">9. Award Amount, if known:<br>$</td>
</tr>
<tr>
<td colspan="2">10. a. Name and Address of Lobbying Registrant<br>(if individual, last name, first name, MI):</td>
<td colspan="2">b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</td>
</tr>
<tr>
<td colspan="2">11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.</td>
<td colspan="2">Signature: _____<br><br>Print Name: _____<br><br>Title: _____<br><br>Telephone No.: _____ Date: _____</td>
</tr>
<tr>
<td colspan="2">Federal Use Only</td>
<td colspan="2">Authorized for Local Reproduction<br>Standard Form - LLL (Rev. 7-97)</td>
</tr>
</table>

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

# EXHIBIT B-1

**ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET**

Contractor: City of Berkeley  Contract Term: 7/1/2022 - 6/30/2023

Contract Service Category: **Home Delivered Nutrition C-2**

| HOME DELIVERED NUTRITION (C-2) BUDGET SUMMARY | | | | | |
|---|---|---|---|---|---|
| | | **TOTAL C-2 BUDGET** | **AAA FUNDED** | **CASH BUDGET** | **IN-KIND BUDGET** |
| **SALARY AND** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| **EMPLOYMENT** | PACK-OUT | 0 | 0 | 0 | 0 |
| **EMPLOYMENT** | PROGRAM/SITE ADMIN | 479,007 | 84,000 | 395,007 | 0 |
| **BENEFITS** | MEAL DELIVERY | 0 | 0 | 0 | 0 |
| | | | | | |
| | SUBTOTAL | 479,007 | 84,000 | 395,007 | 0 |
| | | | | | |
| | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| **NUTRITION EDUCATION** | PROGRAM ADMIN/DELIVERY | 2,940 | 0 | 2,940 | 0 |
| | | | | | |
| **NUTRITION CONSULTING** | PROGRAM ADMIN/DELIVERY | 0 | 0 | 0 | 0 |
| | DELIVERY | 0 | 0 | 0 | 0 |
| | | | | | |
| | | | | | |
| | | | | | |
| **CONSULTANTS** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| | PROGRAM/SITE ADMIN | 0 | 0 | 0 | 0 |
| | MEAL DELIVERY | 0 | 0 | 0 | 0 |
| | | | | | |
| | SUBTOTAL | 0 | 0 | 0 | 0 |
| | | | | | |
| **TRAVEL&TRAINING** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| | PROGRAM/SITE ADMIN | 0 | 0 | 0 | 0 |
| | MEAL DELIVERY/ PROG.ADMIN | 0 | 0 | 0 | 0 |
| | | | | | |
| | SUBTOTAL | 0 | 0 | 0 | 0 |
| | | | | | |
| **EQUIPMENT** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| | PROGRAM/SITE ADMIN | 0 | 0 | 0 | 0 |
| | MEAL DELIVERY | 0 | 0 | 0 | 0 |
| | | | | | |
| | SUBTOTAL | 0 | 0 | 0 | 0 |
| | | | | | |
| **CATERED FOOD** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| **RAW FOOD** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| | | | | | |
| **ALL OTHER COSTS** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| | PROGRAM/SITE ADMIN | 0 | 0 | 0 | 0 |
| | MEAL DELIVERY | 0 | 0 | 0 | 0 |
| | | | | | |
| | SUBTOTAL | 0 | 0 | 0 | 0 |
| | | | | | |
| **TOTAL COSTS** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| | PROGRAM/SITE ADMIN | 481,947 | 84,000 | 397,947 | 0 |
| | MEAL DELIVERY | 0 | 0 | 0 | 0 |
| **GRAND TOTAL (C-2):** | | **481,947** | **84,000** | **397,947** | **0** |

**SECTION 1: SALARY AND EMPLOYMENT BENEFITS**

| TOTAL NUTRITION PROJECT | C-2 PROGRAM | | FUNCTIONS | | | FUNDING SOURCE | | |
|---|---|---|---|---|---|---|---|---|
| **1.1 PAID STAFF** | % | | Food | Program/ | Meal | | | |
| List # pos., wages, % FTE | Time | Salary | Production | Site Admin | Delivery | AAA | Cash | In-Kind |
| **Senior Nutrition Program Supervisor .80 FTE** | | | | | | | | |
| $90,139 | 95% | 85,327 | 0 | 85,327 | 0 | 26,285 | 59,042 | 0 |
| **Nutrionist .5 FTE** | | | | | | | | |
| $49,266 | 64% | 31,410 | 0 | 31,410 | 0 | 0 | 31,410 | 0 |
| **Senior Service Assistant .75 FTE** | | | | | | | | |
| $55,039 | 100% | 55,215 | 0 | 55,215 | 0 | 6,859 | 48,356 | 0 |
| **Senior Service Assistant 1 FTE** | | | | | | | | |
| 73,386 | 83% | 60,686 | 0 | 60,686 | 0 | 12,745 | 47,941 | 0 |
| **Senior Service Aide Hourly .475 FTE** | | | | | | | | |
| $24,603 | 88% | 21,684 | 0 | 21,684 | 0 | 0 | 21,684 | 0 |
| **Senior Service Aide Hourly .475 FTE** | | | | | | | | |
| $26,516 | 96% | 25,359 | 0 | 25,359 | 0 | 0 | 25,359 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **SUBTOTAL** | | **279,681** | **0** | **279,681** | **0** | **45,889** | **233,792** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | | | | | |
| Retirement | | 117,301 | 0 | 117,301 | 0 | 22,102 | 95,199 | 0 |
| Medical | | 65,326 | 0 | 65,326 | 0 | 12,309 | 53,017 | 0 |
| Dental | | 5,483 | 0 | 5,483 | 0 | 1,033 | 4,450 | 0 |
| Life Insurance | | 119 | 0 | 119 | 0 | 22 | 97 | 0 |
| Medicare | | 3,934 | 0 | 3,934 | 0 | 741 | 3,193 | 0 |
| Workers Comp & other | | 10,103 | 0 | 10,103 | 0 | 1,904 | 8,199 | 0 |
| | | | | | | | | |
| **SUBTOTAL** | | **202,266** | **0** | **202,266** | **0** | **38,111** | **164,155** | **0** |

| **TOTAL NUTRITION PROJECT** | C-2 PROGRAM | | F U N C T I O N S | | | FUNDING SOURCE | | |
|---|---|---|---|---|---|---|---|---|
| **1.3 IN-KIND STAFF/VOLUNTEERS** | % | | Food | Program/ | Meal | | | |
| List # pos., % FTE, pay equivalent | Time | Salary | Production | Site Admin | Delivery | AAA | Cash | In-Kind |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Volunteers | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SECTION 1 SUBTOTAL: | | | | | | | | |
| (Sec. 1.1, 1.2, 1.3) | | 481,947 | 0 | 481,947 | 0 | 84,000 | 397,947 | 0 |
| **SECTION 2: NUTRITION EDUCATION** | | | | | | | | |
| Nutritionist .5 FTE | | | | | | | | |
| $49,266 | 6% | 2,940 | 0 | 2,940 | 0 | 0 | 2,940 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | | 2,940 | 0 | 2,940 | 0 | 0 | 2,940 | 0 |
| **SECTION 3 : NUTRITION CONSULTING** | | | | | | | | |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **SECTION 4: CONSULTANTS** | | | | | | | | |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **SECTION 5: TRAVEL AND TRAINING** | | | | | | | | |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **SECTION 6: EQUIPMENT COSTS** | | | | | | | | |
| **6.1 CAPITAL EQUIPMENT** | | | Food | Program/ | Meal | | | |
| (List each item $5,000 or more) | | | Production | Site Admin | Delivery | AAA | Cash | In-Kind |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **6.2 MINOR EQUIPMENT** | | | Food | Program/ | Meal | | | |
| (List each item less than $5,000) | | | Production | Site Admin | Delivery | AAA | Cash | In-Kind |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SECTION 6 SUBTOTAL: | | | | | | | | |
| Sec 6.1, 6.2 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

## SECTION 7: FOOD COSTS

### 7.1 CATERED FOOD COSTS

| Meals Per Day | Serving Days Per Year | Total Meals Per Year | COST Per Meal | COST Total Cost | | FUNDING SOURCE AAA | FUNDING SOURCE Cash | FUNDING SOURCE In-Kind |
|---|---|---|---|---|---|---|---|---|
| | | | #DIV/0! | 0 | | 0 | 0 | 0 |
| | | | #DIV/0! | 0 | | 0 | 0 | 0 |
| SUBTOTAL | | 0 | #DIV/0! | 0 | | 0 | 0 | 0 |

### 7.2 RAW FOOD COSTS

| Meals Per Day | Serving Days Per Year | Total Meals Per Year | COST Per Meal | COST Total Cost | | FUNDING SOURCE AAA | FUNDING SOURCE Cash | FUNDING SOURCE In-Kind |
|---|---|---|---|---|---|---|---|---|
| | | | #DIV/0! | 0 | | 0 | 0 | 0 |
| | | | #DIV/0! | 0 | | 0 | 0 | 0 |
| | | | #DIV/0! | 0 | | 0 | 0 | 0 |
| SUBTOTAL | | 0 | #DIV/0! | 0 | | 0 | 0 | 0 |
| SECTION 7 SUBTOTAL | | 0 | #DIV/0! | 0 | | 0 | 0 | 0 |

## SECTION 8: ALL OTHER COSTS

### 8.1 FOOD SERVICE SUPPLIES

| TOTAL COST | C-2 PROGRAM % Cost | C-2 PROGRAM Cost | F U N C T I O N S Food Production | F U N C T I O N S Program/ Site Admin | F U N C T I O N S Meal Delivery | FUNDING SOURCE AAA | FUNDING SOURCE Cash | FUNDING SOURCE In-Kind |
|---|---|---|---|---|---|---|---|---|
| 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

### 8.2 VEHICLE

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

### 8.3 BUILDING SPACE

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**8.4 OTHER BUDGET COSTS**

| TOTAL NUTRI PROJECT | | C-2 PROGRAM | | F U N C T I O N S | | | FUNDING SOURCE | | |
|---|---|---|---|---|---|---|---|---|---|
| Description of Cost Category | TOTAL COST | % Cost | Cost | Food Production | Program/ Site Admin | Meal Delivery | AAA | Cash | In-Kind |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SECTION 8 SUBTOTAL: (Sec. 8.1 - 8.4) | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

## SECTION 9: REVENUES C-2

| REVENUE SOURCES | BUDGET TOTAL | AAA FUNDS | CASH | IN-KIND |
|---|---|---|---|---|
| **Non-Match:** | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| SUBTOTAL | 0 | 0 | 0 | 0 |
| **Match:** | 0 | 0 | 0 | 0 |
| City of Berkeley General Fund | 317,947 | 0 | 317,947 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| SUBTOTAL | 317,947 | 0 | 317,947 | 0 |
| N.S.I.P. | 0 | 0 | 0 | 0 |
| Title III Client Donations: | 80,000 | 0 | 80,000 | 0 |
| Title III Funds: | 73,295 | 73,295 | 0 | 0 |
| County General Fund | 10,705 | 10,705 | 0 | 0 |
| Measure A | 0 | 0 | 0 | 0 |
| **TOTAL FUNDS:** | **481,947** | **84,000** | **397,947** | **0** |

## SECTION 10: DEDUCTIVE FORMULA

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET: | 481,947 |
| 2.) {LESS} N.S.I.P. | 0 |
| 3.) {LESS} COUNTY GENERAL FUNDS: | 10,705 |
| 4.) {LESS} MEASURE A | 0 |
| 5.) {LESS} OTHER NON-MATCH FUNDS: | 0 |
| 6.) {EQUALS} BUDGET COSTS TO BE MATCHED: | 471,242 |
| 7.) {LESS} MATCH FUNDS: [MINIMUM 10% OF LINE 6] | 317,947 |
| 8.) {LESS} TITLE III CLIENT DONATIONS: | 80,000 |
| 9.) {EQUALS} EARNED TITLE III FUNDS: | 73,295 |
| TOTAL CONTRACT FUNDING (2+3+4+9) | 84,000 |

TOTAL NSIP ELIGIBLE MEALS CONTRACTED 73,500

**Exhibit B-2**

**City of Berkeley Aging Services Division**

**FY23 Budget**

| **Revenue** | |
|---|---|
| City of Berkeley General Funds | $ 3,417,106 |
| State of California | $ 760,318 |
| Alameda County Measure B/BB | $ 970,828 |
| Alameda County Area Agency on Aging | $ 289,999 |
| Federal Government | $ 224,769 |
| Donations | $ 45,515 |
| **Total Revenue** | **$ 5,708,535** |

| **Expense** | |
|---|---|
| Personnel | $ 4,609,100 |
| Operating | $ 1,099,435 |
| **Total Expense** | **$ 5,708,535** |
| **Variance** | **$ -** |

# Bay Cities Joint Powers Insurance Authority

## 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
## 916-244-1100

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 68934764

**Certificate Holder:** County of Alameda, its Board of Supervisors, the individual Members thereof, and all County officers Agents, employees, and representatives

**Attn:** Alameda County Area Agency on Aging
6955 Foothill Blvd., 3rd Floor
Oakland, CA 94605

**Covered Party:** City of Berkeley

**Description of Covered Activity:** As respects the City of Berkeley's Nutrition Services/Home Delivered Meals/Home Delivered Nutrition Education Program; the County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are additional covered parties with regard to any negligent acts or omissions of the City of Berkeley, its officers, officials, employees, and volunteers.

---

**Memorandum of Coverage Number:** BCJPIA 2022-23 GL **Effective Date:** 7/1/2022 **Expiration Date:** 7/1/2023

**Limits:** $1,000,000 (per occurrence)

**The Following Coverage is in effect:** General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

---

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage 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 as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the BCJPIA, which is available for your review upon request.

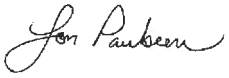
This certificate provides evidence of Professional Liability coverage and Public Officials Errors and Omissions coverage for the City of Berkeley, its officers, officials, employees, and volunteers, but not professional medical liability or professional medical malpractice.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

---

**Date Issued:** 6/27/2022

**Renewal:** Yes **Excess Certificate Issued:** No

**Authorized Representative Signature:** 


This certificate cancels and supersedes ALL previously issued certificates.

# 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.

Last revised: 1/2015

# EXHIBIT E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: City of Berkeley

PRINCIPAL: Dee Williams-Ridley TITLE: City Manager

SIGNATURE: DocuSigned by: D7DABAFA0609461... DATE: 12/21/2022

**EXHIBIT - G**

**ADDITIONAL CONTRACT PROVISIONS**

**FEDERAL PROVISIONS**

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.R.F. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

(A) **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

(B) **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

**(C) Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such

action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering

agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

**(D) Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

**(E) Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

(1) **Clean Air Act** (42 U.S.C. 7401–7671q).

a**.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**(F) Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor

further agrees to include a provision requiring such compliance in its lower tier covered contracts.

**(G) Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

**(H) Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

**(I) Procurement of recovered materials**.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

b. Meeting Contract performance requirements; or

c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**(J) Access to Records.**

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**(K) Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

**(L) Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific FEMA or specified agency pre-approval.

**(M) Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**(N) No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

**(O) Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

**(P) Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

**(Q) Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

# EXHIBIT G - 1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, City of Berkeley, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
D7DABAFA0609461...

Signature of Contractor's Authorized Official

12/21/2022
Date

Dee Williams-Ridley
Name

City Manager
Title

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "City of Berkeley" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Dee Williams-Ridley" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Tanya Bustamante" | Active |

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** **City of Berkeley**

**Service Category:** **Congregate Nutrition**

**Originating Staff**

**Name:** _Jose Villaflor_____ **Date:** **12/22/22**

1. **AAA Supervisor Review (Delbert)**

   **Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 12/22/2022

2. **AAA Director Review (Jennifer)**

   **Signature:** DocuSigned by: Jennifer Stephens-Pierre C3ECA36ACC0F421... **Date:** 12/27/2022

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

   **Signature:** DocuSigned by: Bruce Levitch C75C3AC3226D448... **Date:** 12/30/2022

5. **Financial Analyst (Diogo)**

   **Signature:** DocuSigned by: Diogo Euschio 5CB89AC7412E4A2... **Date:** 1/3/2023

6. **Interim Finance Director (Robert)**

   **Signature:** DocuSigned by: Robert Woolley 054B7D50DE1847B...

   **Date to SSA Director for Signature:** 1/18/2023

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| | |
|---|---|
| ALOLINK Master Contract #: **900161**<br>Supplier ID #: **32624** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888/ 6** |

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900161** ("Master Contract") made and entered into by and between **City of Berkeley** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED CONGREGATE MEAL PROGRAM SERVICES FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $40,000.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...

Andrea Ford

Title: Social Services Agency Director

Date: 1/18/2023

**CONTRACTOR**

By: DocuSigned by: D7DABAFA0609461...

Dee Williams-Ridley

Title: City Manager

Date: 12/21/2022

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **32624** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900161** Procurement Contract #: **24088** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **33800** | | | **$ 38,233** | **$ 38,233** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 1,767** | **$ 1,767** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2014-B** Contract Maximum: **$40,000**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Jose Villaflor** Telephone #: **(510) 268-2454** QIC Code: **23501**

Contractor Name: **City of Berkeley**

Project Name: **Congregate Nutrition- Title IIIC-1**

Contractor Address: **1900 Sixth Street, Berkeley CA, 94710**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **25**

BOS Dist. #: **5**

Contractor Telephone #: **(510) 981-5178** Fax #: **(510) 981-5220** E-mail (Signatory): **dwilliams-ridley@cityofberkeley.info**

Contractor Contact Person: **Tanya Bustamante** E-mail (Contact): **tbustamante@cityofberkeley.info**

Contract Service Category: **Congregate Nutrition- Title IIIC-1** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$40,000** | | | | |
| Amount of Encumbrance | **$ 40,000** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | **Board Action** | **Board Action** | **Board Action** | **Board Action** |

| Funding Source Allocation: | Federal - CFDA #: **93.045** | State | County | |
|---|---|---|---|---|
| | **$38,233** | | **$ 1,602** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFB5[illegible]93... Signature

**Andrea Ford**
Print or Type Name

Title **Social Services Agency Director** Date 1/18/2023

**CONTRACTOR**

By DocuSigned by: D7DABAFA0609461... Signature

**Dee Williams-Ridley**
Print or Type Name

Title **City Manager** Date 12/21/2022

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

Contract Reference No.: 900161

# EXHIBIT A

## PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **City of Berkeley,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 - June 30, 2023** |
| **Type of Services** | **Congregate Nutrition** (Title IIIC-1, Fed. Catalog # 93.045) |

## I. PROGRAM GOALS

A. The goal of Congregate Nutrition Services is to maintain or improve the physical and social well-being of individuals 60 years of age or older. Congregate Nutrition Services consist of the procurement, preparation, transportation, and service of culturally appropriate meals and nutrition education.

B. **Congregate Nutrition Services (Title III C-1)** means nutrition services for eligible older individuals provided in a group or congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Program participants shall receive at least one meal per day. Each meal shall meet all of the requirements of the Older Americans Act and State/Local laws, provide a minimum one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the current Dietary Guidelines for Americans, 2010.

**Title 22 Section 7638.11** (a) Nutrition education shall be provided a minimum of four (4) times per year to participants in congregate meal programs.

C. **Nutrition Services Incentive Program (NSIP)** is the name for the United States Department of Agriculture (USDA) cash allotment or commodity program. The purpose of the program is to provide incentives to encourage and reward effective performance in the efficient delivery of nutritious meals to older individuals.

D. Services shall be targeted to older residents of **North** Alameda County (Albany, Berkeley, and Emeryville), with a special emphasis on low-income minority Older Adults. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older Americans Act Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure in accordance with AAA Policies and

Procedures guidelines. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

a. 30-days of the start date of this Contract,
b. 30-days of the start date of any new employee, volunteer, or subcontractor,
c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

   a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.
   b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
   c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
   d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

## C. SERVICE OBJECTIVES

1. Meals shall be prepared daily, Monday through Friday, except those designated as County Holidays and/or other days as mutually agreed upon. Meals shall be prepared and served five days a week through the service area but not necessarily five days a week at each site.

2. Menu Requirements: Menu planning shall be in accordance with Older Americans Act, State and Local standards.

   a. Contractor must submit all menus to the Area Agency on Aging for certification a minimum of six weeks prior to use;
   b. Menus must be culturally sensitive and responsive to participants' preferences - at least 12 culturally focused menu days shall be substituted annually and will normally coincide with holidays or special events;
   c. Contractor must utilize a Registered Dietitian to ensure that the Title 22 regulations are satisfied.
   d. Contractor shall be responsible for menu reproduction and distribution;
   e. Contractor shall provide the Area Agency on Aging with all recipes proposed, in HACCP format, as well as product information and specifications for all prepackaged items and all ingredients to be used in program meals for approval before use;

f. All service areas in which over 10% of the targeted population has a primary language other than English must have menus and nutrition education available in that language;
g. All substitutions for approved menu items must be authorized by either the Contractor's Registered Dietitian or the Area Agency on Aging's Registered Dietitian in advance. Failure to obtain authorization may result in a partial or total disallowance from payment to contractor for all affected meals.

3. Meal Delivery

   a. Bulk meals shall be delivered to the meal sites at times mutually agreed upon by contracting agencies,
   b. Delivery locations may be added or deleted through negotiations with appropriate agencies and approval from the Area Agency on Aging.
   c. Time elapsed from preparation to senior meal service shall not exceed two hours. Foods which, in the opinion of the Area Agency on Aging Nutritionist, are normally served either hot or cold must be delivered at temperatures that ensure that hot food is at least 135 degrees and that cold food is under 41 degrees at the time of service to congregate meal participants, and
   d. Adequate back-up plans shall be in place so that personnel/vehicle emergencies do not disrupt program services.

4. Contractor shall be responsible for the purchase, maintenance, repair, and storage of all raw food, food supplies, non-food supplies, kitchen equipment, and transport and temperature control equipment to prepare all meals in bulk pans, operate a kitchen site and fulfill all contract requirements. Contractor is encouraged to use environmentally sound practices and products in the meal service operation and delivery.

5. Meals must be produced at a HACCP compliant kitchen with a valid health permit and current health inspection status from the Environmental Health Division of the Alameda County Public Health Department, and conform to California Retail Food Code (CRFC) and AAA Nutrition Policy and Procedures Manual.

6. Meal Site Requirements

   a. Contractor shall inform clients that the Congregate Meal program is not fully funded by the OAA and that they will be asked to contribute. All contributions are to be voluntary and anonymous. Project income from client donations in excess of the budgeted level is to be used to expand or support the meal service.
   b. Ethnic meals shall be available in neighborhoods with a high concentration of the ethnic-specific target population. Bi-lingual and bi-cultural staff shall be recruited to manage ethnic meal sites.

c. Each meal site shall serve a daily average meal attendance of at least 25 people. Title III dollars may not be used to staff meal sites with an daily attendance less than 25.

d. Contractor shall ensure the presence of a CRFC, ServSafe Certified staff person at each meal site to provide oversight and ensure that all safety and sanitation control standards are met at the site.

e. Contractor shall not preclude the service of a meal to a participant who has failed to make a reservation when food is available.

f. Each meal site shall:

(1) Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place.

(2) Have restrooms, lighting, and ventilation which meet the requirements of the CRFC.

(3) Have equipment, including tables and chairs, that is sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization.

g. Participant Contributions

(1) Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at the Contractor's site.

(2) Contractor shall develop a suggested contribution amount considering the income ranges of the older individuals in the community and the Contractor's other sources of income.

(3) A sign indicating the suggested contribution for eligible individuals, and the fee for guests, shall be posted near the contribution container at each congregate meal site. A guest fee shall cover all meal costs.

(4) All contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.

7. Contractor must maintain adequate staffing to meet minimum Title 22 requirements. All staff positions must meet minimum requirements set forth in Title 22 and local policies and procedures. Food production agencies must utilize a Registered Dietitian with adequate hours to complete minimum staffing requirements. Contractor dietitian shall maintain required time and temperature documentation for the AAA at monitoring visit and submit menus monthly to the AAA Nutritionist for approval. Staff from the provider shall attend all mandatory AAA meetings. AAA must be notified within 10 days of changes in administrative staff for all contracted providers.

8. Contractor shall implement procedures for regularly obtaining the views of participants about the services received. All meal recipients shall be given the opportunity to complete an annual Consumer Satisfaction Survey; results will be sent to the AAA.

9. Program staff or dietitians of the Area Agency on Aging shall have the right to inspect the food production kitchen at any time and without notice. A chemical analysis of any food provided by the contractor may be made by the Area Agency on Aging at any time. The contractor is liable for the cost of analysis if the finding discloses that the food does not comply with meal or health regulations. Contractor records and reports shall be made available for audit, assessment or inspection by Alameda County, the State or Federal government.

10. Contractor shall offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. 122 CCR 7638.7(b)(1)l Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(bX2)]

11. Contractor shall ensure that meal counts associated with Title III-C1, III-C2 and NSIP are in accordance with 22 CCR 7638.7(aX1)-(4). Contractor shall report a meal only once as a Title III meal.

12. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

13. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

14. **Shared Service Objectives -** Shared provision of meal service by two collaborating agencies requires cooperation in meal ordering, production, and delivery. Extra meals produced are the financial responsibility of the food production agency; extra meals ordered but not served are the financial responsibility of the administrative agency.

    With this understanding, the Area Agency on Aging includes the following provisions to facilitate meal service:

    a. Food production agencies may not over serve their contract without approval by the Area Agency on Aging.
    b. The Area Agency on Aging shall carefully monitor contract totals and variances between meals ordered and meals produced.
    c. Contractor shall submit copies of MOUs with partner agencies within 90 days of the beginning of this contract. These MOUs shall require the following provisions:

       (1) Meals shall be produced at a HACCP compliant kitchen with a valid health permit and current health inspection status from the Environmental Health Division of the Alameda County Public Health Department and

conform to California Retail Food Code (CRFC) and AAA Nutrition Policy and Procedures Manual.
(2) Sites shall be monitored by the Contractor.
(3) Forms required by the Contractor shall be used by partnering agency.
(4) Sites may be monitored by the Alameda County Area Agency on Aging.

D. **MIS UNITS OF SERVICE**

1. Contractor shall provide the following units of service during this contract period in a manner that distributes them reasonably and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older as follows:

| | |
|---|---|
| a. Aged 75 and older | 30% |
| b. Low Income (Greatest Economic Need) | 32% |
| c. Functionally impaired | 30% |
| d. Minority | 52% |

3. Contractor shall provide Congregate Nutrition services to a minimum of five hundred twelve (512) New (unduplicated) Older Adults during the annual contract period.

4. Contractor shall provide a minimum of thirty-two thousand five hundred (32,500) Congregate Meals during the annual contract period.

5. Contractor shall provide a minimum of five hundred twenty (520) sessions of Nutrition/Safety and Sanitation Education during the annual contract period.

| # OF NEW OLDER ADULTS TO BE SERVED ANNUALLY | SERVICE UNIT NAME | NUMBER OF UNITS TO BE PROVIDED | |
|---|---|---|---|
| | | ANNUALLY | MONTHLY (approximately) |
| 512 | Congregate Meals C-1 | 32,500 | 2,709 |
| | Nutrition/Safety and Sanitation Education | 520 | 44 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title III C-1 and C-2** means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. IOAA 5305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 71351

a. Contractor shall provide a meal to an eligible individual Individuals eligible to receive a meal at a congregate nutrition site are:
   (1) Any older individual.
   (2) The spouse of any older individual.
   (3) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
   (4) Disabled individual who resides at home with and accompanies an older individual who participates in the program.

b. Contractor shall provide a home-delivered meal to an eligible individual who is:
   (1) An older individual who is frail as defined by 22 CCR7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
   (2) A spouse of a person in 22 CCR 7638.7(cX1), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
   (3) An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
   (4) Priority shall be given to older individuals identified in 22 CCR7638.7(c)(1). 22 CCR 7638.7(c)

2. **New Older Adult:** An individual 60 years of age and older who receives service through the terms of this contract as of July 1 of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Older Adult receiving services related to this grant is counted only once during the contract year. **UNIT: one contact per contract period**

3. **Congregate Meals (C-1):** A meal provided to an eligible individual in a congregate setting, that meets all of the requirements of the Older Americans Act and State/Local laws, assures a minimum one-third of the current Dietary Reference Intake, and shall comply with dietary guidelines for Americans. **UNIT: one meal**

4. **Nutrition Education (C-1):** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA. A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction. Sessions may be in a group or individual setting. Programs and materials are to be approved and overseen by a dietitian or individual of comparable expertise. Methods of education may include

demonstrations, audio-visual presentations, or printed handout materials. Printed handout materials may be used as, but not limited to, the sole education component for home-delivered meal program participants.

**Minimum Nutrition Education Service Units:** Annual Total Contracted Meals divided by 250 (Annual Serving Days), then multiplied by 4 (quarters).

**UNIT: one session per participant**

5. **Aged 75 and older:** An Older Adult who is 75 years and older.

6. **Low Income (Greatest Economic Need):** Having monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

7. **Functionally Impaired:** Appears (on the basis of initial observation or reports) to be unable to independently and safely perform activities of daily living (ADLs)- bathing, dressing, toileting, eating, getting in/out of bed, and walking - and/or instrumental activities of daily living (IADLs)- doing heavy housework, doing light housework, shopping, preparing meals, managing medications, using a telephone, managing money, or transportation ability.

8. **Minority:** A member of any race other than Caucasian. Minority races include American Indian/Alaska Native, African American/Black, Asian, Asian Indian, Cambodian, Chinese, Filipino, Japanese, Korean, Laotian, Vietnamese, Other Asian, Native Hawaiian/Pacific Islander, Guamanian, Hawaiian, Samoan, Other Pacific Islander, any Other Race.

9. **Child:** An individual who is not more than eighteen (18) years of age.

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

#### 1. Supportive Services

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within

the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

B. **NON-COMPLIANCE: STAGES OF SANCTIONS**

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.

e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.

b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) work day after the monthly invoice, activity report, other required reports are due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.
d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.

e. Duration - Suspension of reimbursements phase remain in effect until

contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.

f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes

and from data or information made available to the public unless the consent of the older individual has been obtained.

## E. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a

statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

## N. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

## O. LOBBYING CERTIFICATION

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure of Lobbying Activities” (Attachment C) in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

    a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
    b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

    a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
    b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

    a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit requirements.
    b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

    a. Albany Senior Center
    846 Masonic
    Albany, CA 94706
    510-524-9122
    b. Oakland Department on Aging
    200 Grand Avenue
    Oakland, CA 94610
    510-238-3284
    c. J-Sei, Inc.
    1285 66th St.
    Emeryville, CA 94608
    510-654-4000

d. North Berkeley Senior Center
1901 Hearst St.
Berkeley, CA 94710
510-981-5190

e. South Berkeley Senior Center
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

f. Emeryville Senior Center
4321 Salem St.
Emeryville, CA 94608
510-596-3730

g. Fruitvale San Antonio Senior Center
3301 E. 12th Street, Suite 201
Oakland, CA 94601
510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

    a. Dublin Senior Center
    7600 Amador Valley Blvd.
    Dublin, CA 94568
    925-556-4511
    b. Pleasanton Department of Parks and Community Services
    5353 Sunol Blvd.
    Pleasanton, CA 94566
    925-931-5365
    c. Livermore Senior Services Center
    4444 East Avenue
    Livermore, CA 94550
    925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

V. **UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

W. **PRIORITY HIRING CONSIDERATIONS**

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

X. **PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS**

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

Y. **SAME-SEX MARRIAGE**

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs

detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.21l (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older Americans Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

7. **Covid-19 Weekly Reporting:** All Contractors are required to report the following information on a weekly basis:

   a. Inbound Call activity in response to the Covid-19 Pandemic;
   b. Outbound Call activity in response to the Covid-19 Pandemic;
   c. Senior Nutrition Providers are also required to report the number of older adult participants and the number of meals served in response to the Covid 19 Pandemic.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be

forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known*: 4c | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: | |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ | |
| **8. Federal Action Number,** *if known:* | **9. Award Amount**, *if known:*<br>**$** | |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* | |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | **Signature: _____**<br><br>**Print Name: _____**<br><br>**Title: _____**<br><br>**Telephone No.: _____ Date: _____** | |
| **Federal Use Only** | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** | |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

# EXHIBIT B-1

**ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET**

Contractor: City of Berkeley  Contract Term: 7/1/20212 - 6/30/2023

Contract Service Category: **Congregate Nutrition C-1**

| CONGREGATE NUTRITION (C-1) BUDGET SUMMARY | | | | | |
|---|---|---|---|---|---|
| | | **TOTAL C-1 BUDGET** | **AAA FUNDED** | **CASH BUDGET** | **IN-KIND BUDGET** |
| **SALARY AND** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| **EMPLOYMENT** | PACK-OUT | 0 | 0 | 0 | 0 |
| **EMPLOYMENT** | PROGRAM/SITE ADMIN | 270,342 | 40,000 | 230,342 | 0 |
| **BENEFITS** | MEAL DELIVERY | 0 | 0 | 0 | 0 |
| | | | | | |
| | SUBTOTAL | 270,342 | 40,000 | 230,342 | 0 |
| | | | | | |
| | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| **NUTRITION EDUCATION** | PROGRAM ADMIN/DELIVERY | 520 | 0 | 520 | 0 |
| | | | | | |
| **NUTRITION CONSULTING** | PROGRAM ADMIN/DELIVERY | 0 | 0 | 0 | 0 |
| | DELIVERY | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 |
| **CONSULTANTS** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| | PROGRAM/SITE ADMIN | 0 | 0 | 0 | 0 |
| | MEAL DELIVERY | 0 | 0 | 0 | 0 |
| | | | | | |
| | SUBTOTAL | 0 | 0 | 0 | 0 |
| | | | | | |
| **TRAVEL&TRAINING** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| | PROGRAM/SITE ADMIN | 0 | 0 | 0 | 0 |
| | MEAL DELIVERY/ PROG.ADMIN | 0 | 0 | 0 | 0 |
| | | | | | |
| | SUBTOTAL | 0 | 0 | 0 | 0 |
| | | | | | |
| **EQUIPMENT** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| | PROGRAM/SITE ADMIN | 0 | 0 | 0 | 0 |
| | MEAL DELIVERY | 0 | 0 | 0 | 0 |
| | | | | | |
| | SUBTOTAL | 0 | 0 | 0 | 0 |
| | | | | | |
| **CATERED FOOD** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| **RAW FOOD** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| | | | | | |
| **ALL OTHER COSTS** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| | PROGRAM/SITE ADMIN | 0 | 0 | 0 | 0 |
| | MEAL DELIVERY | 0 | 0 | 0 | 0 |
| | | | | | |
| | SUBTOTAL | 0 | 0 | 0 | 0 |
| | | | | | |
| **TOTAL COSTS** | FOOD PRODUCTION | 0 | 0 | 0 | 0 |
| | PROGRAM/SITE ADMIN | 270,862 | 40,000 | 230,862 | 0 |
| | MEAL DELIVERY | 0 | 0 | 0 | 0 |
| **GRAND TOTAL (C-1):** | | **270,862** | **40,000** | **230,862** | **0** |

**SECTION 1: SALARY AND EMPLOYMENT BENEFITS**

| **TOTAL NUTRITION PROJECT** | C-1 PROGRAM | | F U N C T I O N S | | | FUNDING SOURCE | | |
|---|---|---|---|---|---|---|---|---|
| **1.1 PAID STAFF** | % | | Food | Program/ | Meal | | | |
| List # pos., wages, % FTE | Time | Salary | Production | Site Admin | Delivery | AAA | Cash | In-Kind |
| **Mealsite Coordinator, .5 FTE** | | | | | | | | |
| $21,475 | 100% | 21,475 | 0 | 21,475 | 0 | 9,703 | 11,772 | 0 |
| **Mealsite Coordinator, .5 FTE** | | | | | | | | |
| $31,704 | 100% | 31,704 | 0 | 31,704 | 0 | 14,346 | 17,358 | 0 |
| **Senior Service Assistant 1 FTE** | | | | | | | | |
| $31,568 | 100% | 31,568 | 0 | 31,568 | 0 | 0 | 31,568 | 0 |
| **Nutritionist, .5 FTE** | | | | | | | | |
| 52,350 | 25% | 13,088 | 0 | 13,088 | 0 | 0 | 13,088 | 0 |
| **Senior Service Aide Hourly .475 FTE** | | | | | | | | |
| $25,641 | 100% | 25,641 | 0 | 25,641 | 0 | 0 | 25,641 | 0 |
| **Senior Service Aide Hourly .475 FTE** | | | | | | | | |
| $24,601 | 100% | 24,601 | 0 | 24,601 | 0 | 0 | 24,601 | 0 |
| **Senior Service Aide Hourly .475 FTE** | | | | | | | | |
| $24,601 | 100% | 24,601 | 0 | 24,601 | 0 | 0 | 24,601 | 0 |
| **Senior Nutrition Program Supervisor** | | | | | | | | |
| $90,139 | 15% | 13,631 | 0 | 13,631 | 0 | 0 | 13,631 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **SUBTOTAL** | | **186,309** | **0** | **186,309** | **0** | **24,049** | **162,260** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | | | | | |
| Retirement | | 49,035 | 0 | 49,035 | 0 | 9,250 | 39,785 | 0 |
| Medical | | 27,308 | 0 | 27,308 | 0 | 5,152 | 22,156 | 0 |
| Dental | | 2,292 | 0 | 2,292 | 0 | 432 | 1,860 | 0 |
| Life Insurance | | 49 | 0 | 49 | 0 | 9 | 40 | 0 |
| Medicare | | 1,644 | 0 | 1,644 | 0 | 310 | 1,334 | 0 |
| Workers Comp & other | | 4,225 | 0 | 4,225 | 0 | 798 | 3,427 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **SUBTOTAL** | | **84,553** | **0** | **84,553** | **0** | **15,951** | **68,602** | **0** |

| TOTAL NUTRITION PROJECT | C-1 PROGRAM | | F U N C T I O N S | | | FUNDING SOURCE | | |
|---|---|---|---|---|---|---|---|---|
| **1.3 IN-KIND STAFF/VOLUNTEERS** | % | | Food | Program/ | Meal | | | |
| List # pos., % FTE, pay equivalent | Time | Salary | Production | Site Admin | Delivery | AAA | Cash | In-Kind |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Volunteers | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SECTION 1 SUBTOTAL: | | | | | | | | |
| (Sec. 1.1, 1.2, 1.3) | | 270,862 | 0 | 270,862 | 0 | 40,000 | 230,862 | 0 |
| **SECTION 2: NUTRITION EDUCATION** | | | | | | | | |
| Nutritionist .5 FTE | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| $52,350 | 1% | 520 | 0 | 520 | 0 | 0 | 520 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | | 520 | 0 | 520 | 0 | 0 | 520 | 0 |
| **SECTION 3 : NUTRITION CONSULTING** | | | | | | | | |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **SECTION 4: CONSULTANTS** | | | | | | | | |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **SECTION 5: TRAVEL AND TRAINING** | | | | | | | | |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **SECTION 6: EQUIPMENT COSTS** | | | | | | | | |
| **6.1 CAPITAL EQUIPMENT** | | | Food | Program/ | Meal | | | |
| (List each item $5,000 or more) | | | Production | Site Admin | Delivery | AAA | Cash | In-Kind |
| | | | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **6.2 MINOR EQUIPMENT** | | | Food | Program/ | Meal | | | |
| (List each item less than $5,000) | | | Production | Site Admin | Delivery | AAA | Cash | In-Kind |
| | | | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SECTION 6 SUBTOTAL: | | | | | | | | |
| Sec 6.1, 6.2 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

## SECTION 7: FOOD COSTS

### 7.1 CATERED FOOD COSTS

| Meals Per Day | Serving Days Per Year | Total Meals Per Year | COST Per Meal | COST Total Cost | | FUNDING SOURCE AAA | FUNDING SOURCE Cash | FUNDING SOURCE In-Kind |
|---|---|---|---|---|---|---|---|---|
| | | | | 0 | | 0 | 0 | 0 |
| | | | | 0 | | 0 | 0 | 0 |
| SUBTOTAL | | 0 | 0 | 0 | | 0 | 0 | 0 |

### 7.2 RAW FOOD COSTS

| Meals Per Day | Serving Days Per Year | Total Meals Per Year | COST Per Meal | COST Total Cost | | FUNDING SOURCE AAA | FUNDING SOURCE Cash | FUNDING SOURCE In-Kind |
|---|---|---|---|---|---|---|---|---|
| | | | | 0 | | 0 | 0 | 0 |
| | | | | 0 | | 0 | 0 | 0 |
| | | | | 0 | | 0 | 0 | 0 |
| SUBTOTAL | | 0 | 0 | 0 | | 0 | 0 | 0 |
| SECTION 7 SUBTOTAL | | 0 | $0.00 | 0 | | 0 | 0 | 0 |

## SECTION 8: ALL OTHER COSTS

### 8.1 FOOD SERVICE SUPPLIES

| | TOTAL COST | C-1 PROGRAM % Cost | C-1 PROGRAM Cost | F U N C T I O N S Food Production | F U N C T I O N S Program/ Site Admin | F U N C T I O N S Meal Delivery | FUNDING SOURCE AAA | FUNDING SOURCE Cash | FUNDING SOURCE In-Kind |
|---|---|---|---|---|---|---|---|---|---|
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

### 8.2 VEHICLE

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | 0 | | 0 | 0 | | 0 | 0 | 0 | 0 |

### 8.3 BUILDING SPACE

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**8.4 OTHER BUDGET COSTS**

| TOTAL NUTRI PROJECT<br>Description of Cost Category | TOTAL COST | C-1 PROGRAM % Cost | C-1 PROGRAM Cost | F U N C T I O N S Food Production | F U N C T I O N S Program/ Site Admin | F U N C T I O N S Meal Delivery | FUNDING SOURCE AAA | FUNDING SOURCE Cash | FUNDING SOURCE In-Kind |
|---|---|---|---|---|---|---|---|---|---|
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUBTOTAL | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SECTION 8 SUBTOTAL:<br>(Sec. 8.1 - 8.4) | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

## SECTION 9: REVENUES C-1

| REVENUE SOURCES | BUDGET TOTAL | AAA FUNDS | CASH | IN-KIND |
|---|---|---|---|---|
| **Non-Match:** | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| SUBTOTAL | 0 | 0 | 0 | 0 |
| **Match:** | | | | |
| City of Berkeley General Fund | 213,862 | 0 | 213,862 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| SUBTOTAL | 213,862 | 0 | 213,862 | 0 |
| N.S.I.P. | 0 | 0 | 0 | 0 |
| Title III Client Donations: | 17,000 | 0 | 17,000 | 0 |
| Title III Funds: | 38,233 | 38,233 | 0 | 0 |
| County General Fund | 1,767 | 1,767 | 0 | 0 |
| Measure A | 0 | 0 | 0 | 0 |
| **TOTAL FUNDS:** | **270,862** | **40,000** | **230,862** | **0** |

## SECTION 10: DEDUCTIVE FORMULA

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET: | 270,862 |
| 2.) {LESS} N.S.I.P. | 0 |
| 3.) {LESS} COUNTY GENERAL FUNDS: | 1,767 |
| 4.) {LESS} MEASURE A | 0 |
| 5.) {LESS} OTHER NON-MATCH FUNDS: | 0 |
| 6.) {EQUALS} BUDGET COSTS TO BE MATCHED: | 269,095 |
| 7.) {LESS} MATCH FUNDS: [MINIMUM 10% OF LINE 6] | 213,862 |
| 8.) {LESS} TITLE III CLIENT DONATIONS: | 17,000 |
| 9.) {EQUALS} EARNED TITLE III FUNDS: | 38,233 |
| TOTAL CONTRACT FUNDING (2+3+4+9) | 40,000 |

TOTAL NSIP ELIGIBLE MEALS CONTRACTED 32,500

**Exhibit B-2**

**City of Berkeley Aging Services Division**

**FY23 Budget**

| **Revenue** | |
|---|---|
| City of Berkeley General Funds | $ 3,417,106 |
| State of California | $ 760,318 |
| Alameda County Measure B/BB | $ 970,828 |
| Alameda County Area Agency on Aging | $ 289,999 |
| Federal Government | $ 224,769 |
| Donations | $ 45,515 |
| **Total Revenue** | **$ 5,708,535** |

| **Expense** | |
|---|---|
| Personnel | $ 4,609,100 |
| Operating | $ 1,099,435 |
| **Total Expense** | **$ 5,708,535** |
| **Variance** | **$ -** |

# EXHIBIT C
# INSURANCE REQUIREMENTS

## 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 minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

| | TYPE OF INSURANCE COVERAGES | MINIMUM LIMITS |
|---|---|---|
| A | **Commercial General Liability**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| B | **Commercial or Business Automobile Liability**<br>All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)<br>Any Auto or Hired and Non-Owned Autos<br>Bodily Injury and Property Damage |
| C | **Workers' Compensation (WC) and Employers Liability (EL)**<br>As required by State of California | WC: Statutory Limits<br>EL: No less than $1,000,000 per accident for bodily injury or disease |

**D** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. 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. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by 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. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
6. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
7. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

# Bay Cities Joint Powers Insurance Authority

## 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
## 916-244-1100

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 69561353

**Certificate Holder:** County of Alameda Social Services Agency

1111 Jackson St. 1st Floor
Oakland, CA 94607

**Covered Party:** City of Berkeley

**Description of Covered Activity:** As respects the Agreement between the County of Alameda Social Services Agency and the City of Berkeley regarding the Congregate Nutrition Program that provides lunch meals to seniors in Berkeley, Home-Delivered Nutrition Program that provides home-delivered meals to homebound seniors, and the Family Caregiver Support Program that provides services to Berkeley older adults and their caregivers; County of Alameda Social Services Agency is an additional covered party with regard to any negligent acts or omissions of the City of Berkeley, its officers, officials, employees, and volunteers.

---

**Memorandum of Coverage Number:** BCJPIA 2022-23 GL **Effective Date:** 7/28/2022 **Expiration Date:** 7/1/2023

**Limits:** $1,000,000 (per occurrence)

**The Following Coverage is in effect:** General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

---

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

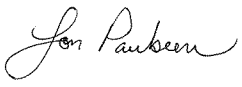
This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the BCJPIA, which is available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

---

**Date Issued:** 8/2/2022

**Renewal:** Yes **Excess Certificate Issued:** No

**Authorized Representative Signature:** 


This certificate cancels and supersedes ALL previously issued certificates.

# 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.

Last revised: 1/2015

# EXHIBIT E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: City of Berkeley

PRINCIPAL: Dee Williams-Ridley TITLE: City Manager

SIGNATURE: DocuSigned by: D7DABAFA0609461... DATE: 12/21/2022

**EXHIBIT - G**

**ADDITIONAL CONTRACT PROVISIONS**

**FEDERAL PROVISIONS**

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.R.F. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

(A) **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

(B) **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

**(C) Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such

action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering

agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

**(D) Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

**(E) Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

(1) **Clean Air Act** (42 U.S.C. 7401–7671q).

a**.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**(F) Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor

further agrees to include a provision requiring such compliance in its lower tier covered contracts.

**(G) Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

**(H) Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

**(I) Procurement of recovered materials**.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

b. Meeting Contract performance requirements; or

c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**(J) Access to Records.**

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**(K) Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

**(L) Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific FEMA or specified agency pre-approval.

**(M) Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**(N) No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

**(O) Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

**(P) Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

**(Q) Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

# EXHIBIT G - 1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, City of Berkeley, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
D7DABAFA0609461...

Signature of Contractor's Authorized Official

12/21/2022
Date

Dee Williams-Ridley
Name

City Manager
Title

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "City of Berkeley" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Dee Williams-Ridley" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Tanya Bustamante" | Active |

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** **City of Berkeley**

**Service Category:** **Senior Center Activities**

**Originating Staff**

**Name: _Jose Villaflor _____ Date: 12/22/22**

1. **AAA Supervisor Review (Delbert)**

   **Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 12/22/2022

2. **AAA Director Review (Jennifer)**

   **Signature:** DocuSigned by: Jennifer Stephens-Pierre C3ECA36ACC0F421... **Date:** 12/27/2022

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

   **Signature:** DocuSigned by: Bruce Levitch C75C3AC3226D448... **Date:** 12/30/2022

5. **Financial Analyst (Diogo)**

   **Signature:** DocuSigned by: Diogo Euschio 5CB89AC7412E4A2... **Date:** 1/3/2023

6. **Interim Finance Director (Robert)**

   **Signature:** DocuSigned by: Robert Woolley 054B7D50DE1847B...

   **Date to SSA Director for Signature:** 1/18/2023

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| ALOLINK Master Contract #: **900161**<br>Supplier ID #: **32624** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888/ 6** |
|---|---|

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900161** ("Master Contract") made and entered into by and between **City of Berkeley** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED SENIOR CENTER ACTIVITIES SERVICES FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $30,000.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...

Andrea Ford

Title: Social Services Agency Director

Date: 1/18/2023

**CONTRACTOR**

By: DocuSigned by: D7DABAFA0609461...

Dee Williams-Ridley

Title: City Manager

Date: 12/21/2022

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **32624** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900161** Procurement Contract #: **24095** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **33640** | | | **$ 24,505** | **$ 24,505** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 5,495** | **$ 5,495** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2127-B** Contract Maximum: **$30,000**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Jose Villaflor** Telephone #: **510-268-2454** QIC Code: **23501**

Contractor Name: **City of Berkeley**

Project Name: **Senior Center Activities- Title IIIB**

Contractor Address: **1900 Sixth Street, Berkeley CA, 94710**

Remittance Address: **2180 Milvia Street, 2nd Flr** ALCOLINK Vendor Address #: **93**

**Berkeley, CA 94704** BOS Dist. #: **5**

Contractor Telephone #: **(510) 981-5178** Fax #: **(510) 981-5220** E-mail (Signatory): **dwilliams-ridley@cityofberkeley.info**

Contractor Contact Person: **Tanya Bustamante** E-mail (Contact): **tbustamante@cityofberkeley.info**

Contract Service Category: **Senior Center Activities- Title IIIB** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$30,000** | | | | |
| Amount of Encumbrance | **$ 30,000** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | **Board Action** | **Board Action** | **Board Action** | **Board Action** |

| Funding Source Allocation: | Federal - CFDA #: **93.044** | State | County | |
|---|---|---|---|---|
| | **$24,505** | | **$ 5,495** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF38... Signature

**Andrea Ford**
Print or Type Name

Title **Social Services Agency Director** Date 1/18/2023

**CONTRACTOR**

By DocuSigned by: D7DABAFA0609461... Signature

**Dee Williams-Ridley**
Print or Type Name

Title **City Manager** Date 12/21/2022

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

# EXHIBIT A

## PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---|---|
| **Contracting Department** | **Social Services Agency, Area Agency on Aging** |
| **Contractor Name** | **City of Berkeley,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 - June 30, 2023** |
| **Type of Services** | **Senior Center Activities** (Title IIIB, Fed. Catalog # 93.044) |

## I. PROGRAM GOALS

A. Senior Center Activities are services designed to enable older adults to attain and/or maintain physical and mental well-being through the provision of necessary services in the community and the support senior centers offer. Services include activities such as recreation, music, creative arts, physical activity, education, leadership development and other supportive services not covered under other service categories. Development and provision of new volunteer opportunities and services, and creation of additional services and programs to remedy gaps and deficiencies in existing services. Entertainment costs such as tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities are not allowable.

B. Services shall be targeted to older residents of **North** Alameda County (Albany, Berkeley, and Emeryville) with a special emphasis on low-income minority older adults. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older Americans Act Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing services under the Agreement that they may otherwise not have obtained.

Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

    a. 30-days of the start date of this Contract,
    b. 30-days of the start date of any new employee, volunteer, or subcontractor,
    c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

    a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

## C. SERVICE OBJECTIVES

1. Senior Center Activities Programs must have a minimum service delivery capacity of three (3) days per week, with a minimum of 20 hours per week, at one identifiable senior center site. Services shall be available at the City of Berkeley Senior Center at 2939 Ellis St., Berkeley, CA 94703 and 1901 Hearst St., Berkeley, CA 9470 from 8:00 a.m. to 5:00 p.m., Monday through Friday.

2. Average Daily Attendance (ADA) shall be at least fifteen (15) unduplicated older adults at the senior center for services and programs.

3. Basic Information & Assistance (I&A) services shall be provided to senior center participants and their caregivers. (This may include giving them resource lists or information regarding key contacts in agencies which may assist them.)

4. Senior Center Activities programming may include services such as health screening, health education, flu shots, counseling, hot lunches, daily translations, income support, basic information and assistance, exercise and art classes, escort transportation, telephone reassurance, friendly visiting, crafts, presentations on benefits available to older adults, health insurance counseling, forms completion assistance, field trips and other social activities, etc.

5. Interpretation/Translation services shall be provided to senior center participants and their caregivers who may be monolingual.

6. Posters/flyers advertising programs such as HICAP, QMB, Medicare, SSI, Ombudsman, California Senior Legislature, Energy Discounts, etc., shall be posted in locations visible to senior center program participants. The Area Agency on Aging shall provide these materials upon request.

7. Program staff should be knowledgeable about programs such as Medicare, Med-Cal (including share of cost), Social Security, Supplemental Security Income (SSI), QMB, In-Home Supportive Services (IHSS), subsidized housing,

Paratransit (Transportation) Services, Discount Programs for Older Adults, and other related benefit programs which might assist senior center program participants.

8. Workshops shall be conducted quarterly on such topics as energy assistance, crime/safety prevention for older adults, public benefits, elder abuse prevention, affordable housing, citizenship classes (for those programs serving immigrants), etc.

9. Senior Center programs are required to have monthly newsletters or calendars, advertising programs and events of interest to older adults.

10. A monthly calendar of activities shall be developed and posted in the center, and shall be used as the basis for determining hours of activity scheduling for monthly MIS reports.

11. Programs shall offer group activities for socialization, including weekly/monthly get-togethers and field trips.

D. **MIS UNITS OF SERVICE**

1. Contractor shall perform the following units of service during this contract period in a manner that distributes them reasonably and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older as follows:

| North County | |
|---|---|
| a. Aged 75 and older | 30% |
| b. Low Income (Greatest Economic Need) | 32% |
| c. Functionally impaired | 30% |
| d. Minority | 52% |

3. Contractor shall provide Senior Center Activities to a minimum of one hundred ninety-five (195) New (unduplicated) Older Adults during the annual contract period.

4. Contractor shall provide a minimum of one thousand seven hundred sixty-five (1,765) Senior Center Activities hours during the annual contract period.

5. Contractor shall provide the following units of service in addition to the MIS contracted units. (These service units are not required to be reported monthly, however, Contractor shall retain data documenting the fact that service units have been provided.)

   a. Cash/Material Aid
   b. Information Services

c. Referral Services
d. Evaluation/Follow-up Services

| # OF NEW OLDER ADULTS TO BE SERVED ANNUALLY | SERVICE UNIT NAME | NUMBER OF UNITS TO BE PROVIDED | |
|---|---|---|---|
| | | ANNUALLY | MONTHLY (approx.) |
| 195 | Senior Center Activities | 1,765 | 148 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title III B and III D:** Individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

2. **New Older Adult:** An individual 60 years of age and older who receives service through the terms of this contract as of July 1 of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each older adult receiving services related to this grant is counted only once during the contract year

**UNIT of Measurement: one contact per contract period**

3. **Senior Center Activities**: Services designed to enable older individuals to attain and/or maintain physical and mental well-being such as recreation, music, creative arts, physical activity, education, leadership development and other supportive services not covered under other service categories. Development and provision of new volunteer opportunities and services, and creation of additional services and programs to remedy gaps and deficiencies in existing services. Entertainment costs such as tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities, are not allowable.

**UNIT of Measurement: one hour**

4. **Cash / Material Aid:** To arrange for and provide assistance to older adult participants in the form of commodities, surplus food distribution, emergency cash assistance, discount cards, and vouchers.

**UNIT of Measurement: one assistance benefit**

5. **Information:** To give information about resources, programs, and services. (Does not attempt to facilitate appointments or other arrangements between the client and service provider).

**UNIT of Measurement: one client served**

NOTE: Information calls that are made to an agency "in the course of doing

business" are not to be included in the monthly total of MIS Information service units. (e.g., calls to an agency requesting information about its location or hours of operation, would not be counted.)

6. **Referral:** To screen inquirers to identify needs and appropriate resources, indicating organizations capable of meeting those needs; to help callers for whom services are unavailable by locating alternative resources, and, if necessary, to actively participate in linking the inquirer to needed services.

**UNIT: one client referral**

7. **Follow-Up:** To determine the outcome of a referral by contacting the client and/or the entity to which the client was referred.

**UNIT: one client referral outcome**

8. **Aged 75 and older:** An Older Adult who is 75 years of age and older.

9. **Low Income (Greatest Economic Need):** Having monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

10. **Functionally Impaired:** Appears (on the basis of initial observation or reports) to be unable to independently and safely perform activities of daily living (ADLs) - bathing, dressing, toileting, eating, getting in/out of bed, and walking - and/or instrumental activities of daily living (IADLs) - doing heavy housework, doing light housework, shopping, preparing meals, managing medications, using a telephone, managing money, or transportation ability.

11. **Minority:** A member of any race other than Caucasian. Minority races include American Indian/Alaska Native, African American/Black, Asian, Asian Indian, Cambodian, Chinese, Filipino, Japanese, Korean, Laotian, Vietnamese, Other Asian, Native Hawaiian/Pacific Islander, Guamanian, Hawaiian, Samoan, Other Pacific Islander, any Other Race.

12. **Child:** An individual who is not more than eighteen (18) years of age.

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

1. **Supportive Services**

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

B. **NON-COMPLIANCE: STAGES OF SANCTIONS**

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) work day after the monthly invoice, activity report, other required reports are due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and

closeout report are not submitted within thirty (30) days, it shall not be honored by County.

d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.

e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.

f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

### C. WAIVER OF SANCTION PROCEDURE

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

## E. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable
3. regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections

12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a

voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

## N. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

## O. LOBBYING CERTIFICATION

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure of Lobbying Activities” (Attachment C) in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How

well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

    a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
    b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

    a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
    b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

    a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit requirements.
    b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

    a. Albany Senior Center
    846 Masonic
    Albany, CA 94706
    510-524-9122
    b. Oakland Department on Aging
    200 Grand Avenue
    Oakland, CA 94610
    510-238-3284

c. J-Sei, Inc.
1285 66th St.
Emeryville, CA 94608
510-654-4000

d. North Berkeley Senior Center
1901 Hearst St.
Berkeley, CA 94710
510-981-5190

e. South Berkeley Senior Center
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

f. Emeryville Senior Center
4321 Salem St.
Emeryville, CA 94608
510-596-3730

g. Fruitvale San Antonio Senior Center
3301 E. 12th Street, Suite 201
Oakland, CA 94601
510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

a. Dublin Senior Center
7600 Amador Valley Blvd.
Dublin, CA 94568
925-556-4511

b. Pleasanton Department of Parks and Community Services
5353 Sunol Blvd.
Pleasanton, CA 94566
925-931-5365

c. Livermore Senior Services Center
4444 East Avenue
Livermore, CA 94550
925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

V. **UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

W. **PRIORITY HIRING CONSIDERATIONS**

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

X. **PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS**

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

Y. **SAME-SEX MARRIAGE**

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.21l (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

## C. REPORTING REQUIREMENTS

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older Americans Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be

forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known*: 4c | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: | |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ | |
| **8. Federal Action Number,** *if known:* | **9. Award Amount**, *if known:*<br>**$** | |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* | |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | **Signature: _____**<br><br>**Print Name: _____**<br><br>**Title: _____**<br><br>**Telephone No.: _____ Date: _____** | |
| **Federal Use Only** | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** | |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

**EXHIBIT B-1**

**ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT PROGRAM BUDGET**

Contractor: City of Berkeley  Contract Term: 07/01/2022-06/30/2023

Service Category/Program: Senior Center Activities

## SECTION 1 SALARIES AND EMPLOYEE BENEFITS

| 1.1 PAID STAFF<br>List # pos., %FTE, wages | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| Senior Citizen Center Director, 1 FTE, $106,768 | 24,016 | 18,780 | 5,236 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **24,016** | **18,780** | **5,236** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | |
| Retirement | 8,338 | 6,507 | 1,831 | 0 |
| Medical | 4,644 | 3,624 | 1,020 | 0 |
| Dental | 390 | 304 | 86 | 0 |
| Life Insurance | 9 | 7 | 2 | 0 |
| Medicare | 279 | 218 | 61 | 0 |
| Workers Comp & other | 717 | 560 | 157 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **14,377** | **11,220** | **3,157** | **0** |
| **1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)** | | | | |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **TOTAL SALARY/BENEFIT BUDGET (Sections 1.1, 1.2, 1.3)** | **38,393** | **30,000** | **8,393** | **0** |

# SECTION 2 SERVICES AND SUPPLIES

| 2.1 TRAVEL AND TRAINING | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| Staff Travel: Miles x Rate | 0 | 0 | 0 | 0 |
| Conferences/Conventions | 0 | 0 | 0 | 0 |
| Staff Training - | 0 | 0 | 0 | 0 |
| Vol.Travel: ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **2.2 OCCUPANCY** | | | | |
| Rent or Mortgage | 0 | 0 | 0 | 0 |
| Telephone | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Janitorial/Maintenance | 0 | 0 | 0 | 0 |
| General Liability Ins. | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **2.3 OTHER BUDGET COSTS** | | | | |
| Supplies/Postage | 0 | 0 | 0 | 0 |
| Minor Equip. (Each Item Under $5,000) | 0 | 0 | 0 | 0 |
| Printing/Copying/Graphics | 0 | 0 | 0 | 0 |
| Website Maintenance | 0 | 0 | 0 | 0 |
| Fiscal Agent Fee @ 8% | 0 | 0 | 0 | 0 |
| Membership/Dues/Subscrip. | 0 | 0 | 0 | 0 |
| Health Fair Fees | 0 | 0 | 0 | 0 |
| Directory and Advertising | 0 | 0 | 0 | 0 |
| Socialization | 0 | 0 | 0 | 0 |
| Member Grant Awards | 0 | 0 | 0 | 0 |
| Respite Scholarships | 0 | 0 | 0 | 0 |
| Counseling | 0 | 0 | 0 | 0 |
| Support Groups | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **2.4 VEHICLE BUDGET** | | | | |
| Gas/Oil_____ Miles x Rate _____ | 0 | 0 | 0 | 0 |
| Maintenance | 0 | 0 | 0 | 0 |
| Vehicle Insurance | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **TOTAL SERVICES/SUPPLIES BUDGET** | **0** | **0** | **0** | **0** |

# SECTION 3 CAPITAL EQUIPMENT

| CAPITAL EQUIPMENT *List Items Costing $5,000+ (Include Funding Source)* | TOTAL PROJECT COSTS (1) | AAA FUNDED PROJECT COSTS (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **TOTAL CAPITAL EQUIPMENT BUDGET** | **0** | **0** | **0** | **0** |
| **GRAND TOTAL BUDGET** (Sections 1 - 3) | **38,393** | **30,000** | **8,393** | **0** |

## SECTION 4 REVENUES

| REVENUE SOURCES: | Total Project Funds | AAA Project Funding | Other | | Committed Funds |
|---|---|---|---|---|---|
| | | | CASH | IN-KIND | |
| **Non-Match:** | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** | **0** |
| **Match:** | 0 | 0 | 0 | 0 | 0 |
| City of Berkeley General Fund | 8,393 | 0 | 8,393 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **8,393** | **0** | **8,393** | **0** | **0** |
| Title III/VII Client Donations: | 0 | 0 | 0 | 0 | 0 |
| Title III/VII Funds: | 24,505 | 24,505 | 0 | 0 | 0 |
| County General Funds: | 5,495 | 5,495 | 0 | 0 | 0 |
| MEASURE A Funds: | 0 | 0 | 0 | 0 | 0 |
| **GRAND TOTAL REVENUE:** | **38,393** | **30,000** | **8,393** | **0** | **0** |

## SECTION 5 DEDUCTIVE FORMULA (Title III/VII Funded Programs Only)

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET: | 38,393 |
| 2.) {LESS} COUNTY GENERAL FUNDS: | 5,495 |
| 3.) {LESS} MEASURE A FUNDS: | 0 |
| 4.) {LESS} OTHER NON-MATCH FUNDS: | 0 |
| 5.) {EQUALS} TITLE III/VII BUDGET COSTS TO BE MATCHED: | 32,898 |
| 6.) {LESS} TITLE III/VII MATCH FUNDS: [minimum of 10% OF LINE 5] [FCSP minimum of 25% OF LINE 5] | 8,393 |
| 7.) {LESS} TITLE III/VII CLIENT DONATIONS: | 0 |
| 8.) {EQUALS} EARNED TITLE III/VII FUNDS: | 24,505 |
| TOTAL CONTRACT FUNDING (LINE 2 + LINE 3 + LINE 8) | 30,000 |

**Exhibit B-2**

**City of Berkeley Aging Services Division**

**FY23 Budget**

| **Revenue** | |
|---|---|
| City of Berkeley General Funds | $ 3,417,106 |
| State of California | $ 760,318 |
| Alameda County Measure B/BB | $ 970,828 |
| Alameda County Area Agency on Aging | $ 289,999 |
| Federal Government | $ 224,769 |
| Donations | $ 45,515 |
| **Total Revenue** | **$ 5,708,535** |

| **Expense** | |
|---|---|
| Personnel | $ 4,609,100 |
| Operating | $ 1,099,435 |
| **Total Expense** | **$ 5,708,535** |
| **Variance** | **$ -** |

# EXHIBIT C
# INSURANCE REQUIREMENTS

## 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 minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

| | TYPE OF INSURANCE COVERAGES | MINIMUM LIMITS |
|---|---|---|
| A | **Commercial General Liability**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| B | **Commercial or Business Automobile Liability**<br>All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)<br>Any Auto or Hired and Non-Owned Autos<br>Bodily Injury and Property Damage |
| C | **Workers' Compensation (WC) and Employers Liability (EL)**<br>As required by State of California | WC: Statutory Limits<br>EL: No less than $1,000,000 per accident for bodily injury or disease |

**D** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. 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. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by 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. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
6. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
7. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

# Bay Cities Joint Powers Insurance Authority

## 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
## 916-244-1100

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 71230493

**Certificate Holder:** County of Alameda
Attn: Alameda County Area Agency on Aging

6955 Foothill Blvd., 3rd Floor
Oakland, CA 94605

**Covered Party:** City of Berkeley

**Description of Covered Activity:** As respects the CBO Master Contract (No.900161) between the City of Berkeley and County of Alameda regarding the Senior Center Activities Programs; County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are additional covered parties with regard to any negligent acts or omissions of the City of Berkeley, its officers, officials, employees, and volunteers as it relates to the agreement.

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**Memorandum of Coverage Number:** BCJPIA 2022-23 GL **Effective Date:** 11/10/2022 **Expiration Date:** 7/1/2023

**Limits:** $1,000,000 (per occurrence)

**The Following Coverage is in effect:** General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

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Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

This coverage shall be primary and non-contributory.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage 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 as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the BCJPIA, which is available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

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**Date Issued:** 11/10/2022

**Renewal:** No **Excess Certificate Issued:** No

**Authorized Representative Signature:** Jon Paulsen


This certificate cancels and supersedes ALL previously issued certificates.

# 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.

Last revised: 1/2015

# EXHIBIT E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: City of Berkeley

PRINCIPAL: Dee Williams-Ridley TITLE: City Manager

SIGNATURE: DocuSigned by: D7DABAFA0609461... DATE: 12/21/2022

**EXHIBIT - G**

**ADDITIONAL CONTRACT PROVISIONS**

**FEDERAL PROVISIONS**

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.R.F. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

(A) **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

(B) **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

**(C) Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such

action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering

agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

**(D) Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

**(E) Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

(1) **Clean Air Act** (42 U.S.C. 7401–7671q).

a**.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**(F) Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor

further agrees to include a provision requiring such compliance in its lower tier covered contracts.

**(G) Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

**(H) Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

**(I) Procurement of recovered materials**.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

b. Meeting Contract performance requirements; or

c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**(J) Access to Records.**

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**(K) Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

**(L) Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific FEMA or specified agency pre-approval.

**(M) Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**(N) No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

**(O) Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

**(P) Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

**(Q) Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

# EXHIBIT G - 1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, City of Berkeley, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
D7DABAFA0609461...

Signature of Contractor's Authorized Official — Date: 12/21/2022

Dee Williams-Ridley
Name

City Manager
Title

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "City of Berkeley" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Dee Williams-Ridley" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Tanya Bustamante" | Active |

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** **City of Berkeley**

**Service Category:** **Family Caregiver Support Program**

**Originating Staff**

**Name:** _Jose Villaflor_____ **Date:** **12/22/22**

1. **AAA Supervisor Review (Delbert)**
   **Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 12/22/2022
2. **AAA Director Review (Jennifer)**
   **Signature:** DocuSigned by: Jennifer Stephens-Pierre C3ECA36ACC0F421... **Date:** 12/27/2022

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**
   **Signature:** DocuSigned by: Bruce Levitch C75C3AC3226D448... **Date:** 12/30/2022
5. **Financial Analyst (Diogo)**
   **Signature:** DocuSigned by: Diogo Euschio 5CB89AC7412E4A2... **Date:** 1/3/2023
6. **Interim Finance Director (Robert)**
   **Signature:** DocuSigned by: Robert Woolley 054B7D50DE184... **Date to SSA Director for Signature:** 1/18/2023
7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| | |
|---|---|
| ALOLINK Master Contract #: **900161**<br>Supplier ID #: **32624** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888/ 6** |

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900161** ("Master Contract") made and entered into by and between **City of Berkeley** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED FAMILY CAREGIVER SUPPORT PROGRAM FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $41,383.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...

Andrea Ford

Title: Social Services Agency Director

Date: 1/20/2023

**CONTRACTOR**

By: DocuSigned by: D7DABAFA0609461...

Dee Williams-Ridley

Title: City Manager

Date: 12/21/2022

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **32624** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900161** Procurement Contract #: **24096** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **33950** | | | **$ 36,883** | **$ 36,883** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 4,500** | **$ 4,500** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2117-C** Contract Maximum: **$41,383**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Jose Villaflor** Telephone #: **(510) 268-2454** QIC Code: **24551**

Contractor Name: **City of Berkeley**

Project Name: **Family Caregiver Support Program- Title IIIE**

Contractor Address: **1900 Sixth Street, Berkeley CA, 94710**

Remittance Address: **2180 Milvia Street, 2nd Flr** ALCOLINK Vendor Address #: **57**

**Berkeley, CA 94704** BOS Dist. #: **5**

Contractor Telephone #: **(510) 981-5178** Fax #: **(510) 981-5220** E-mail (Signatory): **dwilliams-ridley@cityofberkeley.info**

Contractor Contact Person: **Tanya Bustamante** E-mail (Contact): **tbustamante@cityofberkeley.info**

Contract Service Category: **Family Caregiver Support Program- Title IIIE** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$41,383** | | | | |
| Amount of Encumbrance | **$ 41,383** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | | | | |

| Funding Source Allocation: | Federal - CFDA #: **93.052** | State | County | |
|---|---|---|---|---|
| | **$36,383** | | **$ 4,500** | |

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

**DEPARTMENT**

DocuSigned by:
By Andrea Ford
CFBDBF3875BC493...
Signature

**Andrea Ford**
Print or Type Name

Title **Social Services Agency Director** Date 1/20/2023

**CONTRACTOR**

DocuSigned by:
By
D7DABAFA0609461...
Signature

**Dee Williams-Ridley**
Print or Type Name

Title **City Manager** Date 12/21/2022

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

# EXHIBIT A

## PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **City of Berkley,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022- June 30, 2023** |
| **Type of Services** | **Family Caregiver Support Program** (Title IIIE, Fed. Catalog # 93.052) |

## I. PROGRAM GOALS

A. The Family Caregiver Support Program is defined as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to compliment the care provided by caregivers.

B. Services shall be targeted to both caregivers and care receivers throughout Alameda County, especially those caregiving needs of hard to reach or underserved populations. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with data collection requirements set forth in the Older Americans Act Performance System (OAAPS), all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older Americans Act Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in

any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

    a. 30-days of the start date of this Contract,
    b. 30-days of the start date of any new employee, volunteer, or subcontractor,
    c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

    a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.
    b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

## C. SERVICE OBJECTIVES

1. Services shall be available through City of Berkeley Senior Center at 2939 Ellis St., Berkeley, CA 94703, at 1901 Hearst Ave., Berkeley, CA 94709, and 1900 6th St. Berkeley, CA 94701, from 8:00 am to 5:00pm.

2. Direct services shall be provided in the older person's home and by telephone.

3. Eligible caregivers and care receivers shall be those individuals newly identified as in need of service or known individuals for whom new or additional services are to be provided.

4. Services provided under this Family Caregiver Support Services agreement shall not supplant any existing services.

5. Services shall be available solely to non-paid caregivers, and no direct payments to eligible caregivers may be made under the terms of this contract.

## D. MIS UNITS OF SERVICE

1. Contractor shall provide the following units of service during this contract period in a manner that distributes them reasonably in all four geographic areas, and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years and older as follows:

| | |
|---|---|
| a. Aged 75 and older | 30% |
| b. Low Income (Greatest Economic Need) | 32% |
| c. Functionally Impaired | 52% |

3. Contractor shall provide Family Caregiver Support Program services to a minimum of ninety-five (95) Unduplicated Caregivers during the annual contract period. (Number of New Older Adults receiving services for the first time will be reported monthly on the AAA 186.

4. Contractor shall provide a minimum of ten (10) Public Information on Caregiving activities during the annual contract period.

5. Contractor shall provide a minimum of four hundred fifty (450) Caregiver Outreach contacts during the annual contract period.

6. Contractor shall provide a minimum of four hundred fifty (450) Caregiver Information and Assistance contacts during the annual contract period.

7. Contractor shall provide a minimum of fifty (50) Caregiver Interpretation/Translation contacts during the annual contract period. The participant attendance count will be reported monthly on the AAA 186.

8. Contractor shall provide a minimum of seventy (70) Caregiver Assessment hours during the annual contract period.

9. Contractor shall provide a minimum of five (5) Caregiver Support Group hours during the annual contract period.

10. Contractor shall provide a minimum of one hundred fifty (150) Caregiver Training hours during the annual contract period.

11. Contractor shall provide a minimum of two hundred sixty (260) Respite Out-of-Home hours during the annual contract period.

| NUMBER UNDUPLICATED INDIVIDUALS TO BE SERVED ANNUALLY | SUPPORT SERVICE CATEGORY | SERVICE UNIT NAME | NUMBER OF UNITS TO BE PROVIDED | |
|---|---|---|---|---|
| | | | ANNUALLY (12 months) | MONTHLY (approx) |
| 95 | | | | |
| | **Information Services** | Public Information on Caregiving | 10 | 1 |
| | **Access Assistance** | Caregiver Outreach | 450 | 38 |
| | | Caregiver Information & Assistance | 450 | 38 |
| | | Caregiver Interpretation/Translation | 50 | 4 |
| | **Support Services** | Caregiver Assessment | 70 | 6 |
| | | Caregiver Support Group | 5 | 1 |
| | | Caregiver Training | 150 | 13 |
| | **Respite** | In-Home Personal Care | 260 | 22 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title llI-E** means an adult family member, or another individual, who is an informal provider of in-home and community care

to an older individual or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA 5302(3)]

2. **A Family Caregiver** is defined in Title III, Part A, Sections 302(3) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. "Family Caregiver" is used interchangeably with "informal caregiver". "Informal" means that the care is not provided as part of a public or private formal service program.

   A Family Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.

   Older parents providing care to their adult child with disabilities can be served in FCSP if the adult child is 60 years of age or older.

   The broader term "Caregiver" as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

3. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part A Section 302(3); Title I, Section 102(40)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 8 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (22), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, walking, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.

4. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA.

   a. Lives with a child;
   b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and

c. Has legal relationship with child, such as legal custody or guardianship, or is raising the child informally.
d. In addition to the above a grandparent or older relative caregiver that has adopted the child remains eligible to receive support services under this portion of FCSP.

5. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(a)(1) of the OAA as an individual who is not more than 18 years of age.

6. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in three (3) or more of the following areas of major life activity:

a. Self-care,
b. Receptive and expressive language,
c. Learning,
d. Mobility,
e. Self-direction,
f. Capacity for Independent Living,
g. Economic self-sufficiency,
h. Cognitive functioning, and
i. Emotional adjustment.

7. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers.

In accordance with Title III, Part E, Section 373(e)(1), the Department has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

The following apply to the respite care (4) or supplemental services (5) categories above:

a. "**Respite Care**" means the provision of temporary, substitute supports or living arrangements for care receivers and may be provided (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).

b. **"Temporarily"** means a brief period of relief or rest from a caregivers responsibilities during a limited time period, and could be provided on the following basis:

(1) Intermittent—Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break;
(2) Occasional—Time off for the caregiver to attend a special event;
(3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.

c. **Title III E funds cannot be used to support the following activities:**

(1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
(2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly;
(3) To supplement the service unit cost of "a participant day" at an adult day care program.

d. **Title III E Supplemental Funds cannot be used to support the following activities:**

(1) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
(2) Providing ongoing assistance to a care receiver living alone;
(3) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
(4) One-time, end-of-the-year assistance without an identified individual caregiver need.

8. **New Caregiver/Care Receiver**

In addition to the definition of eligible Caregiver and Care Receiver above, "**new**" shall be defined as individuals who receive services through the terms of this contract as of July of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Caregiver/Care Receiver receiving services related to this program is counted only once during the contract year.

9. **Outreach**

Interventions initiated by an agency or organization for the purpose of identifying potential caregivers and encouraging their use of the existing services and benefits.

10. **Low-Income (Greatest Economic Need)**
Having a monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

11. **Caregiver Assessment**
Caregiver Assessment means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]

## F. SERVICE CATEGORY SPECIFICATIONS

### 1. Information Services

**Information Services** means the provision of public information on caregiving and/or community education on caregiving, including information about available services.

a. **Public Information on Caregiving** means an Information Service designed to provide information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems. (e.g., quarterly newsletter) **Unit of Measurement: one activity**

b. **Community Education on Caregiving** means an Information Service designed to educate groups of current or potential caregivers and those who may provide them with assistance about available FCSP and other caregiver support resources and services. (e.g., booth at health fair)
**Unit of Measurement: one activity**

### 2. Access Assistance

**Access Assistance (for the Elderly and Child)** means the provision of caregiver outreach, caregiver information and assistance, and caregiver interpretation/translation services in order to link caregivers to the opportunities and services that are available.

a. **Caregiver Outreach** means an Access Assistance service involving interventions (one-on-one contacts with individuals) initiated by an agency or provider for the purpose of identifying caregivers and encouraging their use of existing caregiver support services.
**Unit of Measurement: one contact**

b. **Caregiver Information and Assistance** means an Access Assistance service that provides caregivers with information on services available within the community, including information related to assistive technology and information particularly for older individuals at risk of institutional placement; Links caregivers to the services and opportunities that are available within the community; and to the maximum extent practicable, establishes adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).

**Unit of Measurement: one contact**

c. **Caregiver Interpretation/Translation:** means an Access Assistance service for the provision of bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities. (e.g., staff interpreting dialogue between caregiver and care consultant staff translating an elder's prescription drug label for his caregiver.) **Unit of Measurement: one contact**

3. **Support Services**

**Support Services** means the provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and (if necessary) caregiver case management.

a. **Caregiver Assessment for the Elderly** means a *Support Service* conducted by persons trained & experienced in the skills required to deliver the service that should result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their:
   1. Willingness to provide care;
   2. Duration and care frequency preferences;
   3. Caregiving abilities;
   4. Physical health, psychological, social support, and training needs;
   5. Financial resources relative for caregiving; and
   6. Strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system.

**Unit of Measurement: one hour**

b. **Caregiver Assessment for the Child** means a Support Service provided to a caregiver by a person appropriately trained the level of counseling service, which may range from guidance with caregiving responsibilities to therapy for stress, depression, and loss; and:
   1. May involve his or her informal support system;
   2. May be individual direct sessions and/or telephone consultations; and
   3. May address caregiving-related financial and long-term care placement responsibilities.

c. **Caregiver Counseling** means a Support Service provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of counseling service, which may range from guidance with

the responsibilities of the caregiving role to therapy for stress, depression and loss; and:

1. May involve his or her informal support system; and
2. May be individual direct sessions and/or telephone consultations.
3. May address care-giving related financial and long-term care placement responsibilities. **Unit of Measurement: one hour**

d. **Caregiver Peer Counseling** means a Support Service provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.
**Unit of Measurement: one hour**

e. **Caregiver Support Group** means a Supportive Service provided to a group of 3-12 caregivers that is led by a competent facilitator; conducted at least monthly within a supportive setting or via a controlled access, moderated online or teleconference approach; for the purpose of sharing experiences and ideas to ease the stress of caregiving and enhancing decision making and problem solving related to their caregiving responsibilities.
**Unit of Measurement: one hour**

f. **Caregiver Training** means a Supportive Service consisting of workshops or one-on-one individually tailored sessions, conducted either in person or electronically by a skilled trainer, to assist caregivers in developing the skills and gaining the knowledge necessary to meet and enhance their caregiving roles; and shall address the areas of health, nutrition, and financial literacy. **Unit of Measurement: one hour**

g. **Case Management** means a Support Service provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression.
**Unit of Measurement: one hour**

4. **<u>Respite Care</u>**

**Respite Care** means a brief period of relief or rest from caregiving responsibilities, and is provided to caregivers on an intermittent, occasional, or emergency basis in a manner that responds to the individual needs and preferences of the caregivers and their care receivers, rather than a pre-established set amount offered on a "first come, first served" waiting list basis.

a. **Respite Care** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child.

b. **Respite In-Home Supervision** means Temporary Respite Care that includes the provision of care receiver day and/or overnight supervision and friendly visiting by an appropriately skilled provider or a volunteer in order to prevent wandering and health or safety incidents.

**Unit of Measurement: one hour**

c. **Respite Homemaker Assistance** means Temporary Respite Care that includes the provision of care receiver assistance with meal preparation, medication management, using the phone, and/or light housework (along with care receiver supervision) by an appropriately skilled provider or volunteer. **Unit of Measurement: one hour**

d. **Respite In-Home Personal Care** means Temporary Respite Care that includes the provision of care receiver assistance with eating, bathing, toileting, transferring, and/or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider. **Unit of Measurement: one hour**

e. **Respite Home Chore** means Temporary Respite Care that includes an appropriately skilled provider or volunteer assisting a caregiver with heavy housework, yard work, and/or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities. **Unit of Measurement: one hour**

f. **Respite Out of Home Day** means Temporary Respite Care where the care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes assess to social and recreational activities. **Unit of Measurement: one hour**

g. **Respite Out of Home Overnight** mean**s** Temporary Respite Care where the care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care. **Unit of Measurement: one hour**

5. **<u>Supplemental Services</u>**

**Supplemental Services** means caregiver-centered assistance offered on a limited basis to support and strengthen the caregiving efforts.

**Supplemental Services** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child. Supplemental services should be provided in coordination with an assessment by a trained professional, and eligible individuals will be encouraged to participate in supplemental services.

a. **Assistive Devices for Caregiving** means a Supplemental Service involving the purchase, rental and/or service fee of any equipment or product system (ranging from a lift chair or bathtub transfer bench to an electronic pill dispenser or emergency alert fall prevention device) in order to facilitate and fulfill caregiving responsibilities.
**Unit of Measurement: 1 device for one client equals one occurrence**

b. **Home Adaptations for Caregiving** means a Supplemental Service that makes any minor or major physical change to the home in order to facilitate and enhance the caregiving role (ranging from installation of grab bars or

replacement of door handles to construction of an entrance ramp or roll-in shower) in order to fulfill caregiver responsibilities.

**Unit of Measurement: 1 modification to one home equals one occurrence**

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

#### 1. Supportive Services

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

#### 2. Nutrition

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

### B. NON-COMPLIANCE: STAGES OF SANCTIONS

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

#### 1. Phase I - Initial Suspension

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:

(1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
(2) As early as the sixth (6th) working day if formal notice is given.

c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
(1) The contractor has submitted the required document(s),
(2) The contractor has adequately demonstrated corrective action, or
(3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
(1) The contractor has submitted the required document(s),
(2) The contractor has adequately demonstrated corrective action, or
(3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) work day after the monthly invoice, activity report, other required reports are due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.
d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.

e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.
f. Lifting - The suspension of reimbursements phase shall be lifted when:
(1) The contractor has adequately demonstrated corrective action, or
(2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-122, A-133, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.

C. Contractors are required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of

information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection 7500(b) guidelines:

Providers shall not disclose any information about an older individual, or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all

federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal

is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

O. **LOBBYING CERTIFICATION**

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:
No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a

Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying"(attached) in accordance with its instructions

The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738)

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by

focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

    a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
    b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

    a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
    b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

    a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit requirements.
    b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

    a. Albany Senior Center
    846 Masonic
    Albany, CA 94706
    510-524-9122
    b. Oakland Department on Aging
    200 Grand Avenue
    Oakland, CA 94610
    510-238-3284

c. J-Sei, Inc.
1285 66th St.
Emeryville, CA 94608
510-654-4000

d. North Berkeley Senior Center
1901 Hearst St.
Berkeley, CA 94710
510-981-5190

e. South Berkeley Senior Center
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

f. Emeryville Senior Center
4321 Salem St.
Emeryville, CA 94608
510-596-3730

g. Fruitvale San Antonio Senior Center
3301 E. 12th Street, Suite 201
Oakland, CA 94601
510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center

40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

   a. Dublin Senior Center
   7600 Amador Valley Blvd.
   Dublin, CA 94568
   925-556-4511
   b. Pleasanton Department of Parks and Community Services
   5353 Sunol Blvd.
   Pleasanton, CA 94566
   925-931-5365
   c. Livermore Senior Services Center
   4444 East Avenue
   Livermore, CA 94550
   925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

V. **UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

W. **PRIORITY HIRING CONSIDERATIONS**

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

X. **PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS**

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

Y. **SAME-SEX MARRIAGE**

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.21l (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

## C. REPORTING REQUIREMENTS

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to

the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |

| | |
|---|---|
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known***:** 4c | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known***:** |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | **Signature: _____**<br><br>**Print Name: _____**<br><br>**Title: _____**<br><br>**Telephone No.: _____ Date: _____** |
| **Federal Use Only** | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

**EXHIBIT B-1**

**ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT PROGRAM BUDGET**

Contractor: City of Berkeley  Contract Term: 07/01/2022-06/30/2023

Service Category/Program: Family Caregiver Support Program

## SECTION 1 SALARIES AND EMPLOYEE BENEFITS

| 1.1 PAID STAFF<br>List # pos., %FTE, wages | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| Senior Citizen Director, 1 FTE $106,768 | 19,126 | 13,830 | 5,296 | 0 |
| | 0 | 0 | 0 | 0 |
| Senior Service Assistant, 1 FTE $73,386 | 10,549 | 10,549 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **29,675** | **24,379** | **5,296** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | |
| Retirement | 11,709 | 9,861 | 1,848 | 0 |
| Medical | 6,521 | 5,492 | 1,029 | 0 |
| Dental | 547 | 461 | 86 | 0 |
| Life Insurance | 12 | 10 | 2 | 0 |
| Medicare | 393 | 331.00 | 62.00 | 0 |
| Worker's Comp. & Other | 1,008 | 849 | 159 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **20,190** | **17,004** | **3,186** | **0** |
| **1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)** | | | | |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **TOTAL SALARY/BENEFIT BUDGET**<br>**(Sections 1.1, 1.2, 1.3)** | **49,865** | **41,383** | **8,482** | **0** |

::

# SECTION 2 SERVICES AND SUPPLIES

| 2.1 TRAVEL AND TRAINING | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET ( | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| Staff Travel: Miles x Rate | 0 | 0 | 0 | 0 |
| Conferences/Conventions | 0 | 0 | 0 | 0 |
| Staff Training - | 0 | 0 | 0 | 0 |
| Vol.Travel: ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **2.2 OCCUPANCY** | | | | |
| Rent or Mortgage | 0 | 0 | 0 | 0 |
| Telephone | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Janitorial/Maintenance | 0 | 0 | 0 | 0 |
| General Liability Ins. | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **2.3 OTHER BUDGET COSTS** | | | | |
| Supplies/Postage | 0 | 0 | 0 | 0 |
| Minor Equip. (Each Item Under $5,000) | 0 | 0 | 0 | 0 |
| Printing/Copying/Graphics | 0 | 0 | 0 | 0 |
| Website Maintenance | 0 | 0 | 0 | 0 |
| Fiscal Agent Fee @ 8% | 0 | 0 | 0 | 0 |
| Membership/Dues/Subscrip. | 0 | 0 | 0 | 0 |
| Health Fair Fees | 0 | 0 | 0 | 0 |
| Directory and Advertising | 0 | 0 | 0 | 0 |
| Socialization | 0 | 0 | 0 | 0 |
| Member Grant Awards | 0 | 0 | 0 | 0 |
| Respite Scholarships | 0 | 0 | 0 | 0 |
| Counseling | 0 | 0 | 0 | 0 |
| Support Groups | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **2.4 VEHICLE BUDGET** | | | | |
| Gas/Oil_____ Miles x Rate _____ | 0 | 0 | 0 | 0 |
| Maintenance | 0 | 0 | 0 | 0 |
| Vehicle Insurance | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **TOTAL SERVICES/SUPPLIES BUDGET** | **0** | **0** | **0** | **0** |

# SECTION 3 CAPITAL EQUIPMENT

| CAPITAL EQUIPMENT *List Items Costing $5,000+ (Include Funding Source)* | TOTAL PROJECT COSTS (1) | AAA FUNDED PROJECT COSTS (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **TOTAL CAPITAL EQUIPMENT BUDGET** | **0** | **0** | **0** | **0** |
| **GRAND TOTAL BUDGET** (Sections 1 - 3) | **49,865** | **41,383** | **8,482** | **0** |

## SECTION 4 REVENUES

| REVENUE SOURCES: | Total Project Funds | AAA Project Funding | Other | | Committed Funds |
|---|---|---|---|---|---|
| | | | CASH | IN-KIND | |
| **Non-Match:** | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** | **0** |
| **Match:** | | | | | |
| City of Berkeley General Fund | 8,482 | 0 | 8,482 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **8,482** | **0** | **8,482** | **0** | **0** |
| Title III/VII Client Donations: | 0 | 0 | 0 | 0 | 0 |
| Title III/VII Funds: | 36,883 | 36,883 | 0 | 0 | 0 |
| County General Funds: | 4,500 | 4,500 | 0 | 0 | 0 |
| MEASURE A Funds: | 0 | 0 | 0 | 0 | 0 |
| **GRAND TOTAL REVENUE:** | **49,865** | **41,383** | **8,482** | **0** | **0** |

## SECTION 5 DEDUCTIVE FORMULA (Title III/VII Funded Programs Only)

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET: | 49,865 |
| 2.) {LESS} COUNTY GENERAL FUNDS: | 4,500 |
| 3.) {LESS} MEASURE A FUNDS: | 0 |
| 4.) {LESS} OTHER NON-MATCH FUNDS: | 0 |
| 5.) {EQUALS} TITLE III/VII BUDGET COSTS TO BE MATCHED: | 45,365 |
| 6.) {LESS} TITLE III/VII MATCH FUNDS: [minimum of 10% OF LINE 4] [FCSP minimum of 25% OF LINE 4] | 8,482 |
| 7.) {LESS} TITLE III/VII CLIENT DONATIONS: | 0 |
| 8.) {EQUALS} EARNED TITLE III/VII FUNDS: | 36,883 |
| TOTAL CONTRACT FUNDING (LINE 2 + LINE 3 + LINE 8) | 41,383 |

**Exhibit B-2**

**City of Berkeley Aging Services Division**

**FY23 Budget**

| **Revenue** | |
|---|---|
| City of Berkeley General Funds | $ 3,417,106 |
| State of California | $ 760,318 |
| Alameda County Measure B/BB | $ 970,828 |
| Alameda County Area Agency on Aging | $ 289,999 |
| Federal Government | $ 224,769 |
| Donations | $ 45,515 |
| **Total Revenue** | **$ 5,708,535** |

| **Expense** | |
|---|---|
| Personnel | $ 4,609,100 |
| Operating | $ 1,099,435 |
| **Total Expense** | **$ 5,708,535** |
| **Variance** | **$ -** |

# Bay Cities Joint Powers Insurance Authority

## 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
## 916-244-1100

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 69561353

**Certificate Holder:** County of Alameda Social Services Agency

1111 Jackson St. 1st Floor
Oakland, CA 94607

**Covered Party:** City of Berkeley

**Description of Covered Activity:** As respects the Agreement between the County of Alameda Social Services Agency and the City of Berkeley regarding the Congregate Nutrition Program that provides lunch meals to seniors in Berkeley, Home-Delivered Nutrition Program that provides home-delivered meals to homebound seniors, and the Family Caregiver Support Program that provides services to Berkeley older adults and their caregivers; County of Alameda Social Services Agency is an additional covered party with regard to any negligent acts or omissions of the City of Berkeley, its officers, officials, employees, and volunteers.

---

**Memorandum of Coverage Number:** BCJPIA 2022-23 GL **Effective Date:** 7/28/2022 **Expiration Date:** 7/1/2023

**Limits:** $1,000,000 (per occurrence)

**The Following Coverage is in effect:** General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

---

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

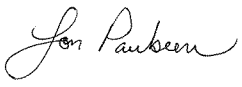
This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the BCJPIA, which is available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

---

**Date Issued:** 8/2/2022

**Renewal:** Yes **Excess Certificate Issued:** No

**Authorized Representative Signature:** 


This certificate cancels and supersedes ALL previously issued certificates.

# 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.

Last revised: 1/2015

# EXHIBIT E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: City of Berkeley

PRINCIPAL: Dee Williams-Ridley TITLE: City Manager

SIGNATURE: DocuSigned by: D7DABAFA0609461... DATE: 12/21/2022

**EXHIBIT - G**

**ADDITIONAL CONTRACT PROVISIONS**

**FEDERAL PROVISIONS**

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.R.F. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

(A) **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

(B) **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

**(C) Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such

action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering

agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

**(D) Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

**(E) Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

(1) **Clean Air Act** (42 U.S.C. 7401–7671q).

a**.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**(F) Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor

further agrees to include a provision requiring such compliance in its lower tier covered contracts.

**(G) Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

**(H) Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

**(I) Procurement of recovered materials**.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

b. Meeting Contract performance requirements; or

c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**(J) Access to Records.**

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**(K) Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

**(L) Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific FEMA or specified agency pre-approval.

**(M) Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**(N) No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

**(O) Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

**(P) Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

**(Q) Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

# EXHIBIT G - 1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, City of Berkeley, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
D7DABAFA0609461...

12/21/2022

Signature of Contractor's Authorized Official — Date

Dee Williams-Ridley

Name

City Manager

Title

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "City of Berkeley" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Dee Williams-Ridley" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Tanya Bustamante" | Active |

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** **ASEB**

**Service Category:** **Adult Day Care**

**Originating Staff**

**Name:** Maaza Michael **Date:** **1/18/2023**

1. **AAA Supervisor Review (Delbert)**

   **Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 1/18/2023

2. **AAA Director Review (Jennifer)**

   **Signature:** DocuSigned by: Jennifer Stephen Pierre C3ECA36ACC0F421... **Date:** 1/19/2023

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

   **Signature:** DocuSigned by: Bruce Lovitch C75C3AC3226D448... **Date:** 1/20/2023

5. **Financial Analyst (Diogo)**

   **Signature:** DocuSigned by: Diogo Euschio 5CD82AC7412E4A2... **Date:** 1/20/2023

6. **Interim Finance Director (Robert)**

   **Signature:** DocuSigned by: Robert Woolley 054B7D50DF1847B...

   **Date to SSA Director for Signature:** 1/21/2023

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| ALOLINK Master Contract #: **900150**<br>Supplier ID #: **30524** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888 / 6** |
|---|---|

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900150** ("Master Contract") made and entered into by and between **Alzheimer's Services of the East Bay** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED ADULT DAY CARE SERVICES**
**FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $272,160.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...

Andrea Ford

Title: Social Services Agency Director

Date: 1/21/2023

**CONTRACTOR**

By: DocuSigned by: Micheal Pope BB7AA49303424E2...

Micheal Pope

Title: Executive Director

Date: 1/18/2023

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **30524** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900150** Procurement Contract #: **24085** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **33610** | | | **$ 222,327** | **$ 222,327** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 49,833** | **$ 49,833** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2119** Contract Maximum: **$272,160**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Maaza Michael** Telephone #: **(510) 577-3538** QIC Code: **24551**

Contractor Name: **Alzheimer's Services of the East Bay**

Project Name: **Adult Day Care Services- Title IIIB**

Contractor Address: **2320 Channing way, Berkeley, CA 94704**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **93**

BOS Dist. #: **5**

Contractor Telephone #: **(510) 644-8292 x-325** Fax #: _____ E-mail (Signatory): **micheal@aseb.org**

Contractor Contact Person: **Micheal Pope** E-mail (Contact): **micheal@aseb.org**

Contract Service Category: **Adult Day Care Services- Title IIIB** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$272,160** | | | | |
| Amount of Encumbrance | **$ 272,160** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | **Board Action** | **Board Action** | **Board Action** | **Board Action** |

| Funding Source Allocation: | Federal - CFDA #: **93.044** | State | County | |
|---|---|---|---|---|
| | **$222,327** | | **$ 49,833** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF387EBC493... Signature

**Andrea Ford**
Print or Type Name

Title **Social Services Agency Director** Date 1/21/2023

**CONTRACTOR**

By DocuSigned by: Micheal Pope BB7AA49303424E2... Signature

**Micheal Pope**
Print or Type Name

Title **Executive Director** Date 1/18/2023

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

# EXHIBIT A

## PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **Alzheimer's Services of the East Bay,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 – June 30, 2023** |
| **Type of Services** | **Adult Day Care Services** (Title IIIB, Fed. Catalog # 93.044) |

## I. PROGRAM GOALS

A. To provide or assist licensed Adult Day Support Centers (ADSC) with the provision of Adult Day Care services to individuals 60 years of age or older to maintain their optimal capacity for self-care and enable them to continue to live in their community rather than being placed in a LTC institution.

B. ADSC's are licensed, community-based programs that provide non-medical care to meet the needs of functionally impaired adults. Services are provided according to an individual plan of care in a structured comprehensive program that provides a variety of social, psychosocial, and related support services in a protective setting on less than a 24-hour basis. Services offered in conjunction with adult day care typically include social and recreational activities, training, medication reminders, counseling and meals for the participants.

C. Services shall be targeted to older residents of North and South Alameda County (Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont, Fremont, Newark and Union City) with a special emphasis on low-income minority seniors. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to,

workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure in accordance with AAA Policies and Procedures guidelines. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

    a. 30-days of the start date of this Contract,
    b. 30-days of the start date of any new employee, volunteer, or subcontractor,
    c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

    a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in

accordance with applicable laws, regulations, and State policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

## C. SERVICE OBJECTIVES

1. Adult Day Care services shall be available through Alzheimer's Services of the **East Bay at 2320 Channing Way, Berkeley,** and **43326 Mission Circle, Fremont**, five days per week from 9:30 a.m. to 3:00 p.m. Centers will operate a minimum of three (3) days per week and provide service a minimum of six (6) hours per day, excluding the time involved in transporting participants to and from the center.

2. Contractor shall use appropriate intake forms and annually complete a functional and psychosocial assessment for each enrolled participant.

3. Contractor shall develop and maintain a plan of care for each enrolled participant.

4. Contractor shall either provide or assist families to arrange for participant transportation to and from the Centers.

5. Contractor shall maintain its license in good standing as an Adult Day Care Center.

## D. MIS UNITS OF SERVICE

1. Contractor shall provide the following units of service during this contract period in a manner that distributes them reasonably and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older as follows:

| | | |
|---|---|---|
| a. | Aged 75 and older | 30% |
| b. | Low-Income (Greatest Economic Need) | 32 % |
| c. | Functionally Impaired | 30 % |

d. Minority 52 %

3. Contractor shall provide Adult Day Care services to a minimum of two hundred seventy-two (272) New Older Adults (Unduplicated Clients) during the annual contract period.

4. Contractor shall provide a minimum of twenty-one thousand one hundred sixty-nine (21,169) Adult Day Care hours during the annual contract period.

| # OF NEW OLDER ADULTS TO BE SERVED ANNUALLY | SERVICE UNIT NAME | NUMBER OF UNITS TO BE PROVIDED | |
|---|---|---|---|
| | | ANNUALLY | MONTHLY (approximately) |
| 272 | Hours of Attendance | 21,169 | 1,764 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title III B and III D:** Individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

2. **New Older Adult:** An individual 60 years or older, who receives service through the terms of this contract as of July 1 of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Older Adult receiving services related to this grant is counted only once during the contract year.
**UNIT: one contact per contract period**

3. **Hours of Attendance:** To provide attendance (six hours minimum per day) for an eligible participant at a facility/center. **UNIT: one hour of attendance**

4. **Aged 75 and older:** An Older Adult who is 75 years of age and older.

5. **Low-Income (Greatest Economic Need):** Having monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

6. **Functionally Impaired:** Appears (on the basis of initial observation or reports) to be unable to independently and safely perform activities of daily living (ADLs) - bathing, dressing, toileting, eating, getting in/out of bed, and walking - and/or instrumental activities of daily living (IADLs) - doing heavy housework,

doing light housework, shopping, preparing meals, managing medications, using a telephone, managing money, or transportation ability.

7. **Minority:** A member of any race other than Caucasian. Minority races include American Indian/Alaska Native, African American/Black, Asian, Asian Indian, Cambodian, Chinese, Filipino, Japanese, Korean, Laotian, Vietnamese, Other Asian, Native Hawaiian/Pacific Islander, Guamanian, Hawaiian, Samoan, Other Pacific Islander, any Other Race.

8. **Child:** An individual who is not more than eighteen (18) years of age.

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

1. **Supportive Services**

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

### B. NON-COMPLIANCE: STAGES OF SANCTIONS

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) workday after the monthly invoice, activity report, other required reports are due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.
d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.
e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.
f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general

distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of

the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

O. **LOBBYING CERTIFICATION**

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities" (Attachment C) in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

P. **CONTRACTS IN EXCESS OF $100,000**

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

    a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
    b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

    a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
    b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

    a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit

requirements.

b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

a. Albany Senior Center
846 Masonic
Albany, CA 94706
510-524-9122

b. Oakland Department on Aging
200 Grand Avenue
Oakland, CA 94610
510-238-3284

c. J-Sei, Inc.
1285 66th St.
Emeryville, CA 94608
510-654-4000

d. North Berkeley Senior Center
1901 Hearst St.
Berkeley, CA 94710
510-981-5190

e. South Berkeley Senior Center
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

f. Emeryville Senior Center
4321 Salem St.
Emeryville, CA 94608
510-596-3730

g. Fruitvale San Antonio Senior Center
3301 E. 12th Street, Suite 201
Oakland, CA 94601
510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.

168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

a. Dublin Senior Center
7600 Amador Valley Blvd.
Dublin, CA 94568
925-556-4511

b. Pleasanton Department of Parks and Community Services
5353 Sunol Blvd.
Pleasanton, CA 94566
925-931-5365

c. Livermore Senior Services Center
4444 East Avenue
Livermore, CA 94550
925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance

with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## V. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

## W. PRIORITY HIRING CONSIDERATIONS

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

## X. PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

## Y. SAME-SEX MARRIAGE

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect

inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.211 (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be

forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known*: 4c | | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

**EXHIBIT B-1**

**ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET**

Contractor: Alzheimer's Services of the East Bay

Contract Term: 07/01/2022 - 06/30/2023

MIS Program**: Adult Day Care**

| SECTION 1 SALARIES AND EMPLOYEE BENEFITS | | | | |
|---|---|---|---|---|
| **1.1 PAID STAFF (FTE = __ hrs/wk)** | **TOTAL PROJECT** | **AAA FUNDED** | **OTHER** | |
| **List # pos., %FTE, wages** | **BUDGET (1)** | **PROJECT BUDGET (2)** | **CASH (3)** | **IN-KIND (4)** |
| (1) Executive Director 5% $125,817 | 122,906 | 5,291 | 117,615 | 0 |
| (1) Financial Director 3% $60000 | 59,054 | 1,650 | 57,404 | 0 |
| (1) Project Manager 80% $52,000 | 51,016 | 22,190 | 28,826 | 0 |
| (1) Program Directors 4% 60320 | 58,173 | 2,327 | 55,846 | 0 |
| (1) Admin. Asst. Program 94% $53,519 | 34,924 | 22,118 | 12,806 | 0 |
| (2) Life Enrichment Coordinators 4% $72800 | 72,800 | 2,912 | 69,888 | 0 |
| (3) Social Workers 9% $104880 | 98,291 | 8,846 | 89,445 | 0 |
| (3) Registered Nurses 2% $170,000 | 161,910 | 3,238 | 158,672 | 0 |
| (4) Program Specialists 4% $16.50 AVG | 80,776 | 3,231 | 77,545 | 0 |
| (2) Physical Therapists 4% $52.00 | 65,000 | 2,600 | 62,400 | 0 |
| (2) OT Aides 4% $16.07 AVG | 27,158 | 1,086 | 26,072 | 0 |
| (2) PT Aides 81.25% $16.07 AVG | 0 | 0 | 0 | 0 |
| (2) Dietary Aides 4% $16.07 AVG | 21,000 | 840 | 20,160 | 0 |
| (3) Drivers 6% $19.00 AVG | 86,600 | 5,196 | 81,404 | 0 |
| Additional Funding | 122,160 | 122,160 | 0 | 0 |
| **Subtotal** | **1,061,768** | **203,685** | **858,083** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | |
| Payroll Taxes | 81,225 | 0 | 81,225 | 0 |
| Payroll Services | 0 | 0 | 0 | 0 |
| Health Insurance | 0 | 0 | 0 | 0 |
| Unemployment | 35,000 | 0 | 35,000 | 0 |
| Workers Comp | 21,000 | 0 | 21,000 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal** | **137,225** | **0** | **137,225** | **0** |
| **1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)** | | | | |
| Contractors | 65,000 | 0 | 65,000 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtota** | **65,000** | **0** | **65,000** | **0** |
| **TOTAL SALARY/BENEFIT BUDGET (Sections 1.1, 1.2, 1.3)** | **1,263,993** | **203,685** | **1,060,308** | **0** |

::

# SECTION 2 SERVICES AND SUPPLIES

| 2.1 TRAVEL AND TRAINING | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER CASH (3) | OTHER IN-KIND (4) |
|---|---|---|---|---|
| Staff Travel: ____ Miles x Rate ____ | 500 | 0 | 500 | 0 |
| Conferences/Conventions | 150 | 0 | 150 | 0 |
| Staff Training | 1000 | 0 | 1000 | 0 |
| Vol.Travel: ____ Miles x Rate ____ | 650 | 0 | 650 | 0 |
| **Subtotal** | **2,300** | **0** | **2,300** | **0** |
| | | | | |
| **2.2 OCCUPANCY** | | | | |
| Mortgage: Berkeley (interest & depreciation) | 36,000 | 6,000 | 30,000 | 0 |
| Insurance | 13,042 | 10,000 | 3,042 | 0 |
| Telephone | 12,000 | 5,000 | 7,000 | 0 |
| Utilities | 7,140 | 673 | 6,467 | 0 |
| Janitorial/Maintenance | 7,200 | 6,000 | 1,200 | 0 |
| General Liability Ins. | 4,518 | 0 | 4,518 | 0 |
| Property Taxes | 1,600 | 0 | 1,600 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal** | **81,500** | **27,673** | **53,827** | **0** |
| | | | | |
| **2.3 OTHER BUDGET COSTS** | | | | |
| Supplies/Postage | 7,440 | 7000 | 440 | 0 |
| Bank Fees | 5,000 | 0 | 5,000 | 0 |
| Minor Equip. (Each Item Under $5,000) | 1,500 | 0 | 1,500 | 0 |
| Turbo Tar Billing Software | 9,600 | 0 | 9,600 | 0 |
| Printing/Copying/Graphics | 4,000 | 0 | 4,000 | 0 |
| Copier Lease | 16,368 | 0 | 16,368 | 0 |
| Audit/Payroll Services | 19,000 | 4500 | 14,500 | 0 |
| Membership/Dues/Subscrip. | 8,600 | 7000 | 1,600 | 0 |
| Directory and Advertising | 2,500 | 0 | 2,500 | 0 |
| Other: Participant Meals - Prepared | 20,500 | 15000 | 5,500 | 0 |
| Depreciation Expense | 10,000 | 0 | 10,000 | 0 |
| Interest Expense | 2,400 | 0 | 2,400 | 0 |
| Fees & Licenses | 13,090 | 2402 | 10,688 | 0 |
| Participant Food and Supplies | 5,000 | 0 | 5,000 | 0 |
| Medical Supplies | 4,500 | 1000 | 3,500 | 0 |
| Program Supplies | 5,000 | 500 | 4,500 | 0 |
| Therapy Equipment | 200 | 0 | 200 | 0 |
| Miscellaneous | 1,807 | 400 | 1,407 | 0 |
| Annual Event | 18,000 | 3000 | 15,000 | 0 |
| **Subtotal** | **154,505** | **40,802** | **113,703** | **0** |
| | | | | |
| **2.4 VEHICLE BUDGET** | | | | |
| Gas/Oil ____ Miles x Rate ____ | 23,000 | 0 | 23,000 | 0 |
| Maintenance/Repairs | 17,500 | 0 | 17,500 | 0 |
| Vehicle Insurance | 26,900 | 0 | 26,900 | 0 |
| Other: | 0 | 0 | 0 | 0 |
| **Subtotal** | **67,400** | **0** | **67,400** | **0** |
| **TOTAL SERVICES/SUPPLIES BUDGET** | **305,705** | **68,475** | **237,230** | **0** |

# SECTION 3 CAPITAL EQUIPMENT

| Capital Equipment *List Items Costing $5,000+ (Include Funding Source)* | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER CASH (3) | OTHER IN-KIND (4) |
|---|---|---|---|---|
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **TOTAL CAPITAL EQUIPMENT BUDGET** | **0** | **0** | **0** | **0** |
| | | | | |
| **GRAND TOTAL BUDGET (Sections 1 - 3)** | **1,569,698** | **272,160** | **1,297,538** | **0** |

## SECTION 4 REVENUES

| REVENUE SOURCES | Total Project Funds | AAA Project Funding | Other | | Committed Funds |
|---|---|---|---|---|---|
| | | | CASH | IN-KIND | |
| **Non Match:** | 0 | 0 | 0 | 0 | 0 |
| Participant Contributions | 345,714 | 0 | 345,714 | 0 | 0 |
| Subtotal: | 345,714 | 0 | 345,714 | 0 | 0 |
| Medi-Cal/CBAS/Managed Care | 488,211 | 0 | 488,211 | 0 | 0 |
| City of Hayward | 75,000 | 0 | 75,000 | 0 | 0 |
| Foundation Grants | 200,000 | 0 | 200,000 | 0 | 0 |
| Fund Raising | 153,200 | 0 | 153,200 | 0 | 0 |
| General Revenue | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal** | **1,262,125** | **0** | **1,262,125** | **0** | **0** |
| **Match:** | 0 | 0 | 0 | 0 | 0 |
| Donations | 15,000 | 0 | 15,000 | 0 | 15,000 |
| California Food Program | 11,068 | 0 | 11,068 | 0 | 0 |
| Additional Match | 9,345 | 0 | 9,345 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal** | **35,413** | **0** | **35,413** | **0** | **35,413** |
| Title III Client Donations (if applicable): | 0 | 0 | 0 | 0 | 0 |
| Title III Funds | 222,327 | 222,327 | 0 | 0 | 222,327 |
| County General Funds (if applicable): | 49,833 | 49,833 | 0 | 0 | 49,833 |
| Measure A funds | 0 | 0 | 0 | 0 | 0 |
| **TOTAL FUNDS** | **1,569,698** | **272,160** | **1,297,538** | **0** | **307,573** |

## SECTION 5 DEDUCTIVE FORMULA (Title III Funded Programs Only)

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET | 1,569,698 |
| 2.) {LESS} COUNTY GENERAL FUNDS | 49,833 |
| 3.) {LESS} OTHER NON-MATCH FUNDS | 1,262,125 |
| 4.) {EQUALS} TITLE III BUDGET COSTS TO BE MATCHED | 257,740 |
| 5.) {LESS} TITLE III MATCH FUNDS [minimum of 10% OF LINE 4] | 35,413 |
| 6.) {LESS} TITLE III CLIENT DONATIONS | 0 |
| 7.) {EQUALS} EARNED TITLE III FUNDS | 222,327 |
| **8.) TOTAL CONTRACT FUNDING (LINE 2+7)** | **272,160** |

***Alzheimer's Services of the East Bay***
***Agency Budget***

***Fiscal Year 2022-2023***

*1-Sep-22*

**REVENUES**

Participants

| Service Related Grants | **Entire Agency** | **Entire Agency** | |
|---|---|---|---|
| **Contributions for Services** | | | |
| | $0 | | |
| VA | $27,372 | | |
| CEI | $0 | | |
| **ADHC - Managed Care** | **$356,756** | See linked Berkeley Hayward tabs | |
| ADHC - Private Pay | $149,817 | | |
| ADHC - Private Pay -Admin Fee | $1,800 | | |
| Caregiver Support Group | $0 | | |
| Early Stage | $0 | | |
| Food Program | $0 | | |
| | $0 | | |
| **Sub-total** | **$535,745** | **$535,745** | **$1,071,490** |
| **Service Related Grants** | | | |
| * AAA Title III b | $112,500 | | |
| AAA Title III e - FCSP | $19,440 | | |
| * City of Hayward | $75,000 | | |
| * Daybreak-Medication Management | $0 | | |
| * City of Fremont | $30,000 | | |
| * ACTIA | $107,280 | | |
| **Sub-total** | **$344,220** | **$0** | **$0** |

| | | | |
|---|---|---|---|
| **Fundraising** | | | |
| Donations -Auto donations | $3,000 | | |
| Donations - Board | $1,000 | | |
| Donations - Community | $3,000 | | |
| Donations - Corporate | $25,000 | | |
| Donations - Direct Mail | $30,000 | | |
| Donations - Family Solicitations | $5,000 | | |
| Donations - In Kind Ann'l | $0 | | |
| Donations - Major Donor | $15,000 | | |
| Donations - Memorial | $1,600 | | |
| Donations - Online | $5,000 | | |
| Donations- Stock Gifts | $600 | | |
| Donations - Workplace Giving | $19,000 | | |
| Annual Events | $25,000 | | |
| **Sub-total** | **$133,200** | **$0** | **$0** |
| **Foundation Grants** | | | |
| Proposed Grants Funding | $210,000.00 | | |
| | $0.00 | | |
| | $0.00 | | |
| **Sub-total** | **$210,000** | **$0** | **$0** |
| **General Revenues** | | | |
| Electronic Scrip | $0.00 | | |
| Interest Income | $0.00 | | |
| Misc. Income | $0.00 | | |
| COVID -19 Activity Kit | | | |
| **Sub-total** | **$0.00** | **$0.00** | **$0.00** |
| **Total Revenues** | **$1,223,165.00** | **$535,745.00** | **$1,071,490.00** |
| **EXPENSES** | **216%** | | |
| Salaries | $739,865.48 | | |
| Payroll Taxes | $56,599.71 | | |

| | | | |
|---|---|---|---|
| Medical Insurance | $87,848.00 | | Reduce if alternatives given |
| Dental Insurance | $14,305.00 | | |
| Vision/life | $63,684.33 | | |
| Workers Comp | $10,951.61 | | |
| **Total Labor Cost** | **973,254.12** | **-** | **-** |
| Vacation Liabilty | $36,280.00 | | |
| Independent Contractors: | $39,700.00 | | |
| LCSW (Advisors on Aging) | $3,600.00 | | |
| Pharmacists | $1,440.00 | | |
| Nursing Care Providers | $10,800.00 | | |
| Other Clinical Consultants | $0.00 | | |
| Marketing Consultant | $0.00 | | |
| Payroll / HR Service | $4,000.00 | | |
| Unemployment | $10,700.00 | | |
| Turbo Tar( Billing Software | $5,600.00 | | |
| Other Admin Consultants Web | $4,000.00 | | |
| Annual Event | $5,000.00 | | |
| Audit | $9,250.00 | | |
| Activity Kit | $0.00 | | |
| COVID 19 | $0.00 | | |
| Bank Fees | $5,000.00 | | Nat'l Funding July-Nov 2018 |
| Client Meals | $14,500.00 | | verify lunch counts |
| Computer Equipment | $3,300.00 | | |
| Conferences & Meetings | $150.00 | | |
| Lease & Fees | $13,864.44 | | |
| Depreciation Expense | $34,236.72 | | |
| Dietary Supplies | $3,000.00 | | |
| Direct Mail | $0.00 | | |
| Dues & Membership | $4,026.00 | | |
| Equipment Software Network | $0.00 | | |
| Equipment Maintenance | $0.00 | | |
| Facility Maintenance | $12,000.00 | | |

| | | |
|---|---|---|
| Fees & License | $7,600.00 | |
| Fundraising | | |
| Insurance - Board & Liability | $2,229.50 | s/b 1205.66 |
| Insurance - Accident | $203.50 | |
| Insurance - Umbrella | $2,137.00 | |
| Insurance - Earthquake | $4,578.00 | |
| Interest Expense | $2,000.00 | |
| Legal Fees | $0.00 | |
| Local Travel | $2,000.00 | |
| Marketing/Advertising | $2,500.00 | |
| Medical supplies | $2,500.00 | |
| Minor Equipment | $0.00 | |
| Miscellaneous | $100.00 | |
| Office Supplies | $2,420.00 | |
| Postage | $2,800.00 | |
| Printing & Copying | $3,500.00 | |
| Professional Travel | $174.00 | |
| Program Supplies | $2,400.00 | |
| Property Insurance | $1,443.00 | |
| Property Taxes | $1,150.00 | |
| Mortgage & Interest | $36,000.00 | |
| Rent | $0.00 | Rent increase incl. Fremont & Hay |
| Resource Library/Subscriptions | $480.00 | |
| Software | $2,000.00 | |
| Staff Appreciation | $1,200.40 | |
| Staff Recruitment | $300.00 | |
| Staff Training | $0.00 | |
| Telephone / Internet | $5,940.00 | Berk/Hayward reduced |
| Cell Phone | $2,356.32 | |
| Therapy Equipment | $500.00 | |
| Transportation - General | $2,800.00 | Think is a duplicate-zero out? |
| Transportation - Insurance | $15,544.20 | |

| | | | | |
|---|---|---|---|---|
| Transportation - Maintenance | $15,000.00 | | | |
| Transportation - Vouchers | $0.00 | | upped usage | |
| Transportation - Fuel | $13,500.00 | | | |
| Uncollected Fees/write off | $0.00 | | | |
| Utilities | $7,140.00 | | | |
| **Total Other Expenses** | **$362,943.08** | **$0.00** | | **$0.00** |
| **Total Expenses** | **$ 1,336,197.20** | **$ -** | **$** | **-** |

Sub Total

**Administrative Allocation**

**Total Exp. w/Allocation**

**Sub Total**

**Total Income +/-** **$712**

# 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**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**<br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| **C** | **Workers' Compensation (WC) and Employers Liability (EL)**<br>Required for all contractors with employees | WC: Statutory Limits<br>EL: $100,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions**<br>Includes endorsements of contractual liability | $1,000,000 per occurrence<br>$2,000,000 project aggregate |

**E** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, 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 minimum A.M. Best Rating of A- or better, 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:
   **Alameda County Social Services Agency Contracts Office, 1111 Jackson St., 1st floor, Oakland, CA 94607**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2022

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

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

**PRODUCER**
Business Professional Insurance Associates
1519 South B Street
San Mateo, CA 94402
License #: 0D69286

CONTACT NAME: Tirzah Tyler
PHONE (A/C, No, Ext): (650)341-4484 FAX (A/C, No): (650)341-4465
E-MAIL ADDRESS: TTyler@bpia.net

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Nonprofits Insurance Alliance of CA | 10023 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Alzheimer's Services of the East Bay
2320 Channing Way
Berkeley, CA 94704

**COVERAGES** **CERTIFICATE NUMBER: 00001847-1307562** **REVISION NUMBER: 8**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] Social Service Prof<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | 2022-00722 | 07/01/2022 | 07/01/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 20,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 2022-00722 | 07/01/2022 | 07/01/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | 2022-00722-UMB | 07/01/2022 | 07/01/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | Improp Sexual Cnduct | | | 2022-00722 | 07/01/2022 | 07/01/2023 | Claim/Agg | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Alameda County Area Agency on Aging is included as Additional Insured with respect to the Insured's business operations. Additional Insured applies to General Liability only.

**CERTIFICATE HOLDER**
Alameda County Area Agency on Aging
6955 Foothill Blvd., 3rd Floor, Suite 300
Oakland, CA 94605

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

AUTHORIZED REPRESENTATIVE
(THT)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| County Of Alameda/Department Of Aging |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012 

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2022

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

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

| | |
|---|---|
| **PRODUCER**<br>**Business Professional Insurance Associates**<br>**1519 South B Street**<br>**San Mateo, CA 94402**<br>**License #: 0D69286** | **CONTACT NAME:** Cindi Watson<br>**PHONE (A/C, No, Ext):** (650)341-4484 **FAX (A/C, No):** (650)341-4465<br>**E-MAIL ADDRESS:** cwatson@bpia.net |
| **INSURED**<br>**Alzheimer's Services of the East Bay**<br>**2320 Channing Way**<br>**Berkeley, CA 94704** | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** State Comp. Ins. Fund — 35076<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER: 00001847-1354418** **REVISION NUMBER: 7**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $<br>$<br>$<br>$<br>$<br>$<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $<br>$<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** ☐ OCCUR<br>**EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br> | $<br>$<br>$ |
| **A** | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 9280403-2022 | 07/18/2022 | 07/18/2023 | X PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**PROOF OF COVERAGE.**

**CERTIFICATE HOLDER**

**Alameda County Social Services**
**Contracts Office**
**2000 San Pablo Avenue**
**Oakland, CA 94612**

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Cindi Watson **(CLW)**

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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 E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Alzheimer's Services of the East Bay

PRINCIPAL: Micheal Pope TITLE: Executive Director

SIGNATURE: DocuSigned by: BB7AA49303424E2... DATE: 1/18/2023

# EXHIBIT G

# ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

C. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

E. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials**.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

    a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

    b. Meeting Contract performance requirements; or

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

(a) Are *not used* as a substantial or essential component of any system; and

(b) Are *not used* as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II**.** **Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ''Anti-Kickback'' Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland ''Anti-Kickback'' Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**Master Contract No. 900150**
**Procurement Contract No. 24086**

# EXHIBIT G-1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, Alzheimer Services of the East Bay, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Micheal Pope
Signature of Contractor's Authorized Official

1/18/2023
Date

Micheal Pope
Name

Executive Director
Title

SAM.GOV

# Exclusion Search Results 0 Total Results

## Filter by:

| Keyword (ALL) | Status |
| --- | --- |
| "Alzheimer's Services of the East Bay" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Jason Matthews" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Micheal Pope" | Active |

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** **ASEB**

**Service Category:** **Adult Day Care**

**Originating Staff**

**Name:** Maaza Michael **Date:** **1/18/2023**

1. **AAA Supervisor Review (Delbert)**

   **Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 1/18/2023

2. **AAA Director Review (Jennifer)**

   **Signature:** DocuSigned by: Jennifer Stephen Pierre C3ECA36ACC0F421... **Date:** 1/19/2023

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

   **Signature:** DocuSigned by: Bruce Lovitch C75C3AC3226D448... **Date:** 1/20/2023

5. **Financial Analyst (Diogo)**

   **Signature:** DocuSigned by: Diogo Euschio 5CD82AC7412E4A2... **Date:** 1/20/2023

6. **Interim Finance Director (Robert)**

   **Signature:** DocuSigned by: Robert Woolley 054B7D50DF1847B...

   **Date to SSA Director for Signature:** 1/21/2023

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Ass | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| ALOLINK Master Contract #: **900150**<br>Supplier ID #: **30524** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888 / 6** |
|---|---|

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **900150** ("Master Contract") made and entered into by and between **Alzheimer's Services of the East Bay** (Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED ADULT DAY CARE SERVICES**
**FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $272,160.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...

Andrea Ford

Title: Social Services Agency Director

Date: 1/21/2023

**CONTRACTOR**

By: DocuSigned by: Micheal Pope BB7AA49303424E2...

Micheal Pope

Title: Executive Director

Date: 1/18/2023

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **30524** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900150** Procurement Contract #: **24085** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **33610** | | | **$ 222,327** | **$ 222,327** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 49,833** | **$ 49,833** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2119** Contract Maximum: **$272,160**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Maaza Michael** Telephone #: **(510) 577-3538** QIC Code: **24551**

Contractor Name: **Alzheimer's Services of the East Bay**

Project Name: **Adult Day Care Services- Title IIIB**

Contractor Address: **2320 Channing way, Berkeley, CA 94704**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **93**

BOS Dist. #: **5**

Contractor Telephone #: **(510) 644-8292 x-325** Fax #: _____ E-mail (Signatory): **micheal@aseb.org**

Contractor Contact Person: **Micheal Pope** E-mail (Contact): **micheal@aseb.org**

Contract Service Category: **Adult Day Care Services- Title IIIB** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$272,160** | | | | |
| Amount of Encumbrance | **$ 272,160** | | | | |
| File Date | **9/20/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | **Board Action** | **Board Action** | **Board Action** | **Board Action** |

| Funding Source Allocation: | Federal - CFDA #: **93.044** | State | County | |
|---|---|---|---|---|
| | **$222,327** | | **$ 49,833** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF387EBC493... Signature

**Andrea Ford**
Print or Type Name

Title **Social Services Agency Director** Date 1/21/2023

**CONTRACTOR**

By DocuSigned by: Micheal Pope BB7AA49303424E2... Signature

**Micheal Pope**
Print or Type Name

Title **Executive Director** Date 1/18/2023

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

# EXHIBIT A

## PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **Alzheimer's Services of the East Bay,** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 – June 30, 2023** |
| **Type of Services** | **Adult Day Care Services** (Title IIIB, Fed. Catalog # 93.044) |

## I. PROGRAM GOALS

A. To provide or assist licensed Adult Day Support Centers (ADSC) with the provision of Adult Day Care services to individuals 60 years of age or older to maintain their optimal capacity for self-care and enable them to continue to live in their community rather than being placed in a LTC institution.

B. ADSC's are licensed, community-based programs that provide non-medical care to meet the needs of functionally impaired adults. Services are provided according to an individual plan of care in a structured comprehensive program that provides a variety of social, psychosocial, and related support services in a protective setting on less than a 24-hour basis. Services offered in conjunction with adult day care typically include social and recreational activities, training, medication reminders, counseling and meals for the participants.

C. Services shall be targeted to older residents of North and South Alameda County (Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont, Fremont, Newark and Union City) with a special emphasis on low-income minority seniors. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to,

workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure in accordance with AAA Policies and Procedures guidelines. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

    a. 30-days of the start date of this Contract,
    b. 30-days of the start date of any new employee, volunteer, or subcontractor,
    c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

    a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in

accordance with applicable laws, regulations, and State policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

## C. SERVICE OBJECTIVES

1. Adult Day Care services shall be available through Alzheimer's Services of the **East Bay at 2320 Channing Way, Berkeley,** and **43326 Mission Circle, Fremont**, five days per week from 9:30 a.m. to 3:00 p.m. Centers will operate a minimum of three (3) days per week and provide service a minimum of six (6) hours per day, excluding the time involved in transporting participants to and from the center.

2. Contractor shall use appropriate intake forms and annually complete a functional and psychosocial assessment for each enrolled participant.

3. Contractor shall develop and maintain a plan of care for each enrolled participant.

4. Contractor shall either provide or assist families to arrange for participant transportation to and from the Centers.

5. Contractor shall maintain its license in good standing as an Adult Day Care Center.

## D. MIS UNITS OF SERVICE

1. Contractor shall provide the following units of service during this contract period in a manner that distributes them reasonably and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older as follows:

| | | |
|---|---|---|
| a. | Aged 75 and older | 30% |
| b. | Low-Income (Greatest Economic Need) | 32 % |
| c. | Functionally Impaired | 30 % |

d. Minority 52 %

3. Contractor shall provide Adult Day Care services to a minimum of two hundred seventy-two (272) New Older Adults (Unduplicated Clients) during the annual contract period.

4. Contractor shall provide a minimum of twenty-one thousand one hundred sixty-nine (21,169) Adult Day Care hours during the annual contract period.

| # OF NEW OLDER ADULTS TO BE SERVED ANNUALLY | SERVICE UNIT NAME | NUMBER OF UNITS TO BE PROVIDED | |
|---|---|---|---|
| | | ANNUALLY | MONTHLY (approximately) |
| 272 | Hours of Attendance | 21,169 | 1,764 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title III B and III D:** Individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

2. **New Older Adult:** An individual 60 years or older, who receives service through the terms of this contract as of July 1 of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Older Adult receiving services related to this grant is counted only once during the contract year.
**UNIT: one contact per contract period**

3. **Hours of Attendance:** To provide attendance (six hours minimum per day) for an eligible participant at a facility/center. **UNIT: one hour of attendance**

4. **Aged 75 and older:** An Older Adult who is 75 years of age and older.

5. **Low-Income (Greatest Economic Need):** Having monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

6. **Functionally Impaired:** Appears (on the basis of initial observation or reports) to be unable to independently and safely perform activities of daily living (ADLs) - bathing, dressing, toileting, eating, getting in/out of bed, and walking - and/or instrumental activities of daily living (IADLs) - doing heavy housework,

doing light housework, shopping, preparing meals, managing medications, using a telephone, managing money, or transportation ability.

7. **Minority:** A member of any race other than Caucasian. Minority races include American Indian/Alaska Native, African American/Black, Asian, Asian Indian, Cambodian, Chinese, Filipino, Japanese, Korean, Laotian, Vietnamese, Other Asian, Native Hawaiian/Pacific Islander, Guamanian, Hawaiian, Samoan, Other Pacific Islander, any Other Race.

8. **Child:** An individual who is not more than eighteen (18) years of age.

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of necessary supplies or materials due to labor disputes or other causes.

1. **Supportive Services**

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

### B. NON-COMPLIANCE: STAGES OF SANCTIONS

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) workday after the monthly invoice, activity report, other required reports are due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and closeout report are not submitted within thirty (30) days, it shall not be honored by County.
d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.
e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.
f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general

distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of

the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

N. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

O. **LOBBYING CERTIFICATION**

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities" (Attachment C) in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

P. **CONTRACTS IN EXCESS OF $100,000**

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

    a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
    b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

    a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
    b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

    a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit

requirements.

b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

a. Albany Senior Center
846 Masonic
Albany, CA 94706
510-524-9122

b. Oakland Department on Aging
200 Grand Avenue
Oakland, CA 94610
510-238-3284

c. J-Sei, Inc.
1285 66th St.
Emeryville, CA 94608
510-654-4000

d. North Berkeley Senior Center
1901 Hearst St.
Berkeley, CA 94710
510-981-5190

e. South Berkeley Senior Center
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

f. Emeryville Senior Center
4321 Salem St.
Emeryville, CA 94608
510-596-3730

g. Fruitvale San Antonio Senior Center
3301 E. 12th Street, Suite 201
Oakland, CA 94601
510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.

168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway
Fremont, CA 94538
510-790-6600

4. East County

a. Dublin Senior Center
7600 Amador Valley Blvd.
Dublin, CA 94568
925-556-4511

b. Pleasanton Department of Parks and Community Services
5353 Sunol Blvd.
Pleasanton, CA 94566
925-931-5365

c. Livermore Senior Services Center
4444 East Avenue
Livermore, CA 94550
925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance

with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## V. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

## W. PRIORITY HIRING CONSIDERATIONS

For any Agreement including services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

## X. PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

## Y. SAME-SEX MARRIAGE

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect

inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.211 (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be

forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known*: 4c | | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

**EXHIBIT B-1**

**ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET**

Contractor: Alzheimer's Services of the East Bay

Contract Term: 07/01/2022 - 06/30/2023

MIS Program**: Adult Day Care**

| SECTION 1 SALARIES AND EMPLOYEE BENEFITS | | | | |
|---|---|---|---|---|
| **1.1 PAID STAFF (FTE = __ hrs/wk)** | **TOTAL PROJECT** | **AAA FUNDED** | **OTHER** | |
| **List # pos., %FTE, wages** | **BUDGET (1)** | **PROJECT BUDGET (2)** | **CASH (3)** | **IN-KIND (4)** |
| (1) Executive Director 5% $125,817 | 122,906 | 5,291 | 117,615 | 0 |
| (1) Financial Director 3% $60000 | 59,054 | 1,650 | 57,404 | 0 |
| (1) Project Manager 80% $52,000 | 51,016 | 22,190 | 28,826 | 0 |
| (1) Program Directors 4% 60320 | 58,173 | 2,327 | 55,846 | 0 |
| (1) Admin. Asst. Program 94% $53,519 | 34,924 | 22,118 | 12,806 | 0 |
| (2) Life Enrichment Coordinators 4% $72800 | 72,800 | 2,912 | 69,888 | 0 |
| (3) Social Workers 9% $104880 | 98,291 | 8,846 | 89,445 | 0 |
| (3) Registered Nurses 2% $170,000 | 161,910 | 3,238 | 158,672 | 0 |
| (4) Program Specialists 4% $16.50 AVG | 80,776 | 3,231 | 77,545 | 0 |
| (2) Physical Therapists 4% $52.00 | 65,000 | 2,600 | 62,400 | 0 |
| (2) OT Aides 4% $16.07 AVG | 27,158 | 1,086 | 26,072 | 0 |
| (2) PT Aides 81.25% $16.07 AVG | 0 | 0 | 0 | 0 |
| (2) Dietary Aides 4% $16.07 AVG | 21,000 | 840 | 20,160 | 0 |
| (3) Drivers 6% $19.00 AVG | 86,600 | 5,196 | 81,404 | 0 |
| Additional Funding | 122,160 | 122,160 | 0 | 0 |
| **Subtotal** | **1,061,768** | **203,685** | **858,083** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | |
| Payroll Taxes | 81,225 | 0 | 81,225 | 0 |
| Payroll Services | 0 | 0 | 0 | 0 |
| Health Insurance | 0 | 0 | 0 | 0 |
| Unemployment | 35,000 | 0 | 35,000 | 0 |
| Workers Comp | 21,000 | 0 | 21,000 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal** | **137,225** | **0** | **137,225** | **0** |
| **1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)** | | | | |
| Contractors | 65,000 | 0 | 65,000 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtota** | **65,000** | **0** | **65,000** | **0** |
| **TOTAL SALARY/BENEFIT BUDGET (Sections 1.1, 1.2, 1.3)** | **1,263,993** | **203,685** | **1,060,308** | **0** |

::

# SECTION 2 SERVICES AND SUPPLIES

| 2.1 TRAVEL AND TRAINING | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER CASH (3) | OTHER IN-KIND (4) |
|---|---|---|---|---|
| Staff Travel: ____ Miles x Rate ____ | 500 | 0 | 500 | 0 |
| Conferences/Conventions | 150 | 0 | 150 | 0 |
| Staff Training | 1000 | 0 | 1000 | 0 |
| Vol.Travel: ____ Miles x Rate ____ | 650 | 0 | 650 | 0 |
| **Subtotal** | **2,300** | **0** | **2,300** | **0** |
| | | | | |
| **2.2 OCCUPANCY** | | | | |
| Mortgage: Berkeley (interest & depreciation) | 36,000 | 6,000 | 30,000 | 0 |
| Insurance | 13,042 | 10,000 | 3,042 | 0 |
| Telephone | 12,000 | 5,000 | 7,000 | 0 |
| Utilities | 7,140 | 673 | 6,467 | 0 |
| Janitorial/Maintenance | 7,200 | 6,000 | 1,200 | 0 |
| General Liability Ins. | 4,518 | 0 | 4,518 | 0 |
| Property Taxes | 1,600 | 0 | 1,600 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal** | **81,500** | **27,673** | **53,827** | **0** |
| | | | | |
| **2.3 OTHER BUDGET COSTS** | | | | |
| Supplies/Postage | 7,440 | 7000 | 440 | 0 |
| Bank Fees | 5,000 | 0 | 5,000 | 0 |
| Minor Equip. (Each Item Under $5,000) | 1,500 | 0 | 1,500 | 0 |
| Turbo Tar Billing Software | 9,600 | 0 | 9,600 | 0 |
| Printing/Copying/Graphics | 4,000 | 0 | 4,000 | 0 |
| Copier Lease | 16,368 | 0 | 16,368 | 0 |
| Audit/Payroll Services | 19,000 | 4500 | 14,500 | 0 |
| Membership/Dues/Subscrip. | 8,600 | 7000 | 1,600 | 0 |
| Directory and Advertising | 2,500 | 0 | 2,500 | 0 |
| Other: Participant Meals - Prepared | 20,500 | 15000 | 5,500 | 0 |
| Depreciation Expense | 10,000 | 0 | 10,000 | 0 |
| Interest Expense | 2,400 | 0 | 2,400 | 0 |
| Fees & Licenses | 13,090 | 2402 | 10,688 | 0 |
| Participant Food and Supplies | 5,000 | 0 | 5,000 | 0 |
| Medical Supplies | 4,500 | 1000 | 3,500 | 0 |
| Program Supplies | 5,000 | 500 | 4,500 | 0 |
| Therapy Equipment | 200 | 0 | 200 | 0 |
| Miscellaneous | 1,807 | 400 | 1,407 | 0 |
| Annual Event | 18,000 | 3000 | 15,000 | 0 |
| **Subtotal** | **154,505** | **40,802** | **113,703** | **0** |
| | | | | |
| **2.4 VEHICLE BUDGET** | | | | |
| Gas/Oil ____ Miles x Rate ____ | 23,000 | 0 | 23,000 | 0 |
| Maintenance/Repairs | 17,500 | 0 | 17,500 | 0 |
| Vehicle Insurance | 26,900 | 0 | 26,900 | 0 |
| Other: | 0 | 0 | 0 | 0 |
| **Subtotal** | **67,400** | **0** | **67,400** | **0** |
| **TOTAL SERVICES/SUPPLIES BUDGET** | **305,705** | **68,475** | **237,230** | **0** |

# SECTION 3 CAPITAL EQUIPMENT

| Capital Equipment *List Items Costing $5,000+ (Include Funding Source)* | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER CASH (3) | OTHER IN-KIND (4) |
|---|---|---|---|---|
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **TOTAL CAPITAL EQUIPMENT BUDGET** | **0** | **0** | **0** | **0** |
| | | | | |
| **GRAND TOTAL BUDGET (Sections 1 - 3)** | **1,569,698** | **272,160** | **1,297,538** | **0** |

## SECTION 4 REVENUES

| REVENUE SOURCES | Total Project Funds | AAA Project Funding | Other | | Committed Funds |
|---|---|---|---|---|---|
| | | | CASH | IN-KIND | |
| **Non Match:** | 0 | 0 | 0 | 0 | 0 |
| Participant Contributions | 345,714 | 0 | 345,714 | 0 | 0 |
| Subtotal: | 345,714 | 0 | 345,714 | 0 | 0 |
| Medi-Cal/CBAS/Managed Care | 488,211 | 0 | 488,211 | 0 | 0 |
| City of Hayward | 75,000 | 0 | 75,000 | 0 | 0 |
| Foundation Grants | 200,000 | 0 | 200,000 | 0 | 0 |
| Fund Raising | 153,200 | 0 | 153,200 | 0 | 0 |
| General Revenue | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal** | **1,262,125** | **0** | **1,262,125** | **0** | **0** |
| **Match:** | 0 | 0 | 0 | 0 | 0 |
| Donations | 15,000 | 0 | 15,000 | 0 | 15,000 |
| California Food Program | 11,068 | 0 | 11,068 | 0 | 0 |
| Additional Match | 9,345 | 0 | 9,345 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal** | **35,413** | **0** | **35,413** | **0** | **35,413** |
| Title III Client Donations (if applicable): | 0 | 0 | 0 | 0 | 0 |
| Title III Funds | 222,327 | 222,327 | 0 | 0 | 222,327 |
| County General Funds (if applicable): | 49,833 | 49,833 | 0 | 0 | 49,833 |
| Measure A funds | 0 | 0 | 0 | 0 | 0 |
| **TOTAL FUNDS** | **1,569,698** | **272,160** | **1,297,538** | **0** | **307,573** |

## SECTION 5 DEDUCTIVE FORMULA (Title III Funded Programs Only)

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET | 1,569,698 |
| 2.) {LESS} COUNTY GENERAL FUNDS | 49,833 |
| 3.) {LESS} OTHER NON-MATCH FUNDS | 1,262,125 |
| 4.) {EQUALS} TITLE III BUDGET COSTS TO BE MATCHED | 257,740 |
| 5.) {LESS} TITLE III MATCH FUNDS [minimum of 10% OF LINE 4] | 35,413 |
| 6.) {LESS} TITLE III CLIENT DONATIONS | 0 |
| 7.) {EQUALS} EARNED TITLE III FUNDS | 222,327 |
| **8.) TOTAL CONTRACT FUNDING (LINE 2+7)** | **272,160** |

***Alzheimer's Services of the East Bay***
***Agency Budget***

***Fiscal Year 2022-2023***

*1-Sep-22*

**REVENUES**

Participants

| Service Related Grants | **Entire Agency** | **Entire Agency** | |
|---|---|---|---|
| **Contributions for Services** | | | |
| | $0 | | |
| VA | $27,372 | | |
| CEI | $0 | | |
| **ADHC - Managed Care** | **$356,756** | See linked Berkeley Hayward tabs | |
| ADHC - Private Pay | $149,817 | | |
| ADHC - Private Pay -Admin Fee | $1,800 | | |
| Caregiver Support Group | $0 | | |
| Early Stage | $0 | | |
| Food Program | $0 | | |
| | $0 | | |
| **Sub-total** | **$535,745** | **$535,745** | **$1,071,490** |
| **Service Related Grants** | | | |
| * AAA Title III b | $112,500 | | |
| AAA Title III e - FCSP | $19,440 | | |
| * City of Hayward | $75,000 | | |
| * Daybreak-Medication Management | $0 | | |
| * City of Fremont | $30,000 | | |
| * ACTIA | $107,280 | | |
| **Sub-total** | **$344,220** | **$0** | **$0** |

| | | | |
|---|---|---|---|
| **Fundraising** | | | |
| Donations -Auto donations | $3,000 | | |
| Donations - Board | $1,000 | | |
| Donations - Community | $3,000 | | |
| Donations - Corporate | $25,000 | | |
| Donations - Direct Mail | $30,000 | | |
| Donations - Family Solicitations | $5,000 | | |
| Donations - In Kind Ann'l | $0 | | |
| Donations - Major Donor | $15,000 | | |
| Donations - Memorial | $1,600 | | |
| Donations - Online | $5,000 | | |
| Donations- Stock Gifts | $600 | | |
| Donations - Workplace Giving | $19,000 | | |
| Annual Events | $25,000 | | |
| **Sub-total** | **$133,200** | **$0** | **$0** |
| **Foundation Grants** | | | |
| Proposed Grants Funding | $210,000.00 | | |
| | $0.00 | | |
| | $0.00 | | |
| **Sub-total** | **$210,000** | **$0** | **$0** |
| **General Revenues** | | | |
| Electronic Scrip | $0.00 | | |
| Interest Income | $0.00 | | |
| Misc. Income | $0.00 | | |
| COVID -19 Activity Kit | | | |
| **Sub-total** | **$0.00** | **$0.00** | **$0.00** |
| **Total Revenues** | **$1,223,165.00** | **$535,745.00** | **$1,071,490.00** |
| **EXPENSES** | **216%** | | |
| Salaries | $739,865.48 | | |
| Payroll Taxes | $56,599.71 | | |

| | | | |
|---|---|---|---|
| Medical Insurance | $87,848.00 | | Reduce if alternatives given |
| Dental Insurance | $14,305.00 | | |
| Vision/life | $63,684.33 | | |
| Workers Comp | $10,951.61 | | |
| **Total Labor Cost** | **973,254.12** | **-** | **-** |
| Vacation Liabilty | $36,280.00 | | |
| Independent Contractors: | $39,700.00 | | |
| LCSW (Advisors on Aging) | $3,600.00 | | |
| Pharmacists | $1,440.00 | | |
| Nursing Care Providers | $10,800.00 | | |
| Other Clinical Consultants | $0.00 | | |
| Marketing Consultant | $0.00 | | |
| Payroll / HR Service | $4,000.00 | | |
| Unemployment | $10,700.00 | | |
| Turbo Tar( Billing Software | $5,600.00 | | |
| Other Admin Consultants Web | $4,000.00 | | |
| Annual Event | $5,000.00 | | |
| Audit | $9,250.00 | | |
| Activity Kit | $0.00 | | |
| COVID 19 | $0.00 | | |
| Bank Fees | $5,000.00 | | Nat'l Funding July-Nov 2018 |
| Client Meals | $14,500.00 | | verify lunch counts |
| Computer Equipment | $3,300.00 | | |
| Conferences & Meetings | $150.00 | | |
| Lease & Fees | $13,864.44 | | |
| Depreciation Expense | $34,236.72 | | |
| Dietary Supplies | $3,000.00 | | |
| Direct Mail | $0.00 | | |
| Dues & Membership | $4,026.00 | | |
| Equipment Software Network | $0.00 | | |
| Equipment Maintenance | $0.00 | | |
| Facility Maintenance | $12,000.00 | | |

| | | |
|---|---|---|
| Fees & License | $7,600.00 | |
| Fundraising | | |
| Insurance - Board & Liability | $2,229.50 | s/b 1205.66 |
| Insurance - Accident | $203.50 | |
| Insurance - Umbrella | $2,137.00 | |
| Insurance - Earthquake | $4,578.00 | |
| Interest Expense | $2,000.00 | |
| Legal Fees | $0.00 | |
| Local Travel | $2,000.00 | |
| Marketing/Advertising | $2,500.00 | |
| Medical supplies | $2,500.00 | |
| Minor Equipment | $0.00 | |
| Miscellaneous | $100.00 | |
| Office Supplies | $2,420.00 | |
| Postage | $2,800.00 | |
| Printing & Copying | $3,500.00 | |
| Professional Travel | $174.00 | |
| Program Supplies | $2,400.00 | |
| Property Insurance | $1,443.00 | |
| Property Taxes | $1,150.00 | |
| Mortgage & Interest | $36,000.00 | |
| Rent | $0.00 | Rent increase incl. Fremont & Hay |
| Resource Library/Subscriptions | $480.00 | |
| Software | $2,000.00 | |
| Staff Appreciation | $1,200.40 | |
| Staff Recruitment | $300.00 | |
| Staff Training | $0.00 | |
| Telephone / Internet | $5,940.00 | Berk/Hayward reduced |
| Cell Phone | $2,356.32 | |
| Therapy Equipment | $500.00 | |
| Transportation - General | $2,800.00 | Think is a duplicate-zero out? |
| Transportation - Insurance | $15,544.20 | |

| | | | | |
|---|---|---|---|---|
| Transportation - Maintenance | $15,000.00 | | | |
| Transportation - Vouchers | $0.00 | | upped usage | |
| Transportation - Fuel | $13,500.00 | | | |
| Uncollected Fees/write off | $0.00 | | | |
| Utilities | $7,140.00 | | | |
| **Total Other Expenses** | **$362,943.08** | **$0.00** | | **$0.00** |
| **Total Expenses** | **$ 1,336,197.20** | **$ -** | **$** | **-** |

Sub Total

**Administrative Allocation**

**Total Exp. w/Allocation**

**Sub Total**

**Total Income +/-** **$712**

# 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**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**<br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| **C** | **Workers' Compensation (WC) and Employers Liability (EL)**<br>Required for all contractors with employees | WC: Statutory Limits<br>EL: $100,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions**<br>Includes endorsements of contractual liability | $1,000,000 per occurrence<br>$2,000,000 project aggregate |

**E** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, 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 minimum A.M. Best Rating of A- or better, 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:
   **Alameda County Social Services Agency Contracts Office, 1111 Jackson St., 1st floor, Oakland, CA 94607**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2022

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

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

**PRODUCER**
Business Professional Insurance Associates
1519 South B Street
San Mateo, CA 94402
License #: 0D69286

CONTACT NAME: Tirzah Tyler
PHONE (A/C, No, Ext): (650)341-4484 FAX (A/C, No): (650)341-4465
E-MAIL ADDRESS: TTyler@bpia.net

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Nonprofits Insurance Alliance of CA | 10023 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Alzheimer's Services of the East Bay
2320 Channing Way
Berkeley, CA 94704

**COVERAGES** **CERTIFICATE NUMBER: 00001847-1307562** **REVISION NUMBER: 8**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] Social Service Prof<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | 2022-00722 | 07/01/2022 | 07/01/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 20,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 2022-00722 | 07/01/2022 | 07/01/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | 2022-00722-UMB | 07/01/2022 | 07/01/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | Improp Sexual Cnduct | | | 2022-00722 | 07/01/2022 | 07/01/2023 | Claim/Agg | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Alameda County Area Agency on Aging is included as Additional Insured with respect to the Insured's business operations. Additional Insured applies to General Liability only.

**CERTIFICATE HOLDER**
Alameda County Area Agency on Aging
6955 Foothill Blvd., 3rd Floor, Suite 300
Oakland, CA 94605

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

AUTHORIZED REPRESENTATIVE
(THT)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| County Of Alameda/Department Of Aging |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012 

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2022

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

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

| | |
|---|---|
| **PRODUCER**<br>**Business Professional Insurance Associates**<br>**1519 South B Street**<br>**San Mateo, CA 94402**<br>**License #: 0D69286** | **CONTACT NAME:** Cindi Watson<br>**PHONE (A/C, No, Ext):** (650)341-4484 **FAX (A/C, No):** (650)341-4465<br>**E-MAIL ADDRESS:** cwatson@bpia.net |
| **INSURED**<br>**Alzheimer's Services of the East Bay**<br>**2320 Channing Way**<br>**Berkeley, CA 94704** | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** State Comp. Ins. Fund — 35076<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER: 00001847-1354418** **REVISION NUMBER: 7**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $<br>$<br>$<br>$<br>$<br>$<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $<br>$<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** ☐ OCCUR<br>**EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br> | $<br>$<br>$ |
| **A** | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 9280403-2022 | 07/18/2022 | 07/18/2023 | X PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**PROOF OF COVERAGE.**

**CERTIFICATE HOLDER**

**Alameda County Social Services**
**Contracts Office**
**2000 San Pablo Avenue**
**Oakland, CA 94612**

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Cindi Watson **(CLW)**

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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 E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Alzheimer's Services of the East Bay

PRINCIPAL: Micheal Pope TITLE: Executive Director

SIGNATURE: DocuSigned by: BB7AA49303424E2... DATE: 1/18/2023

# EXHIBIT G

# ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

C. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

E. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials**.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

    a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

    b. Meeting Contract performance requirements; or

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

(a) Are *not used* as a substantial or essential component of any system; and

(b) Are *not used* as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II**.** **Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ''Anti-Kickback'' Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland ''Anti-Kickback'' Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**Master Contract No. 900150**
**Procurement Contract No. 24086**

# EXHIBIT G-1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, Alzheimer Services of the East Bay, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Micheal Pope
Signature of Contractor's Authorized Official

1/18/2023
Date

Micheal Pope
Name

Executive Director
Title

SAM.GOV

# Exclusion Search Results 0 Total Results

## Filter by:

| Keyword (ALL) | Status |
| --- | --- |
| "Alzheimer's Services of the East Bay" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Jason Matthews" | Active |

SAM.GOV

# Exclusion Search Results 0 Total Results

**Filter by:**

| Keyword (ALL) | Status |
| --- | --- |
| "Micheal Pope" | Active |

Alameda County Social Services Agency

**SSA Contracts**

**Review Routing & Sign Offs**

**Program Dept. Name:** Area Agency on Aging

**Contractor Name:** **Alzheimer Association**

**Service Category:** **Family Caregiver Support Program**

**Originating Staff**

**Name:** Maaza Michael **Date:** **1/12/2023**

1. **AAA Supervisor Review (Delbert)**

   **Signature:** DocuSigned by: Delbert Walker 05B565CA125B46A... **Date:** 1/13/2023

2. **AAA Director Review (Jennifer)**

   **Signature:** DocuSigned by: Jennifer Stephen-Pierre C3ECA36ACC0F421... **Date:** 1/13/2023

**********

**(Contract Office Administration)** **QIC 23501**

3. **Contracts Program Manager (Sherri)**
4. **Accounting Specialist II (Bruce)**

   **Signature:** DocuSigned by: Bruce Levitch C75C3AC3226D448... **Date:** 1/19/2023

5. **Financial Analyst (Diogo)**

   **Signature:** DocuSigned by: Diogo Euschio 5CD82AC7412E4A2... **Date:** 1/23/2023

6. **Interim Finance Director (Robert)**

   **Signature:** DocuSigned by: Robert Woolley 054B7D50DF1847B...

   **Date to SSA Director for Signature:** 1/23/2023

7. **Director's Secretary (Elaine)**
8. **Accounting Specialist II (Bruce)**
9. **Send executed copies to Charles J., Kar-Lai K., Connie S., Dan D. and Victoria B.**

**********

**Accounting use only**

1. Date Uploaded to AMS _____
   a. Update PC#/ Upload Ins. in ALCOLINK _____
   b. Create PR#/ Upload signed contract _____
      PR # _____
   c. Date emailed to PR Approver _____
2. Date emailed to Auditor _____
3. Date PO # Updated by Auditor _____

# ALAMEDA COUNTY BOARD OF SUPERVISORS
# MINUTE ORDER

***The following action was taken by the Alameda County Board of Supervisors on 09/20/2022***

**Approved as Recommended** ☑ **Other** ☐

**Unanimous** ☑ **Brown:** ☐ **Haubert:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - **5**
Vote Key: N=No; A=Abstain; X=Excused

**Documents accompanying this matter:**
**Contract:** **C-902187,C-24172**

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 30888
**Item No.** 6

**Copies sent to:**

**Special Notes:**

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By:_____
Deputy

**AGENDA_____ September 20, 2022**

Alameda County
Social Services
Agency

1111 Jackson Street, 1st Floor
Oakland, California 94607
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

**Andrea Ford**
**Interim Agency Director**

April 21, 2022

Honorable Board of Supervisors
County of Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

**SUBJECT**: APPROVE THE RECOMMENDED AWARDS FROM THE COUNTY OF ALAMEDA AREA AGENCY ON AGING REQUESTS FOR PROPOSAL AND ASSOCIATED CONTRACTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

**RECOMMENDATIONS:**

A. Approve the recommended awards listed in Attachment "A" from the County of Alameda Area Agency on Aging Requests for Proposal for Nutrition, Family Caregiver, Support, including Ombudsman, Senior Employment, Senior Injury Prevention Program, and Health Insurance Counseling and Advocacy Program services for seniors;

B. Approve a new Master Contract (902187) with Comfort Homesake, a Private Non-Profit Corporation, (Principal: Marilyn Ababio; Location: Oakland) to provide Long-Term Services and Supports for Older Adults;

C. Retroactively approve 80 Community-Based Organization contracts as listed in Attachment A to provide nutritious meals, family caregiver support, health insurance counseling, senior employment, senior injury prevention, and supportive services to over 75,000 seniors for the period of 7/1/22 – 6/30/23 in an amount totaling $9,425,403;

D. Retroactively approve a Standard Services Agreement (Procurement Contract No. 24172 with Nutrition Solutions (Principal: Jan Speers; Location: Oakland) for the preparation of Congregate and Home-Delivered meals for seniors, for the contract term of 7/1/22-6/30/23, in an award amount totaling of $724,000; and

E. Delegate authority to the Interim Agency Director, or designee, to negotiate and execute the contracts under the Community-Based Organization Master Contract process, with authority to amend and renew through 6/30/26, and submit a copy of the executed and amended contract to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

This letter requests action by your Board to approve the recommended award results of the Area Agency on Aging's (AAA) Requests for Proposal (RFP) to deliver services for older adults. The AAA receives Federal and State funding to plan for, coordinate, and deliver Nutrition, Family Caregiver, Supportive, Disease Prevention/Health Promotion, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services (HICAP) for approximately 75,000 older adults on an annual basis.

The AAA, mandated by the Older American's Act, has responsibility for conducting a Needs Assessments of seniors and a resulting Area Plan, both of which inform the selection and provision of services for seniors. The AAA manages two direct service programs, Information & Assistance and Public Information, and contracts with other organizations to provide services for older adults throughout the County.

Under guidelines established by your Board, the Older Americans Act, and the California Code of Regulations, the AAA is required to release an RFP at least once every four years to assure fair and open competition for all services under these acts. The AAA's RFP process was developed to comply with Federal, State, and County regulations, to be without bias, and to withstand appeals in regard to the fairness of the proceedings. The award recommendations attached include a broad spectrum of services for older adults including but not limited to nutritious meals, case management, health insurance counseling and senior injury prevention programs.

The AAA administers programs in compliance with the Older Americans Act and Older Californians Act and receives funding for these programs through grants administered by the California Department of Aging (CDA). The Area Plan Grant awards will be allocated to the 81 community-based organizations detailed in Attachment A, and the AAA's administration, program development, and direct service programs, Public Information and Information & Assistance. The Senior Community Services Employment Program Grant will be allocated to Ser-Jobs for Progress, Inc. which is also listed in Attachment A for the provision of Senior Employment Services.

During Fiscal Year 2022-23, the 81 agreements are projected to provide 594,000 Home-Delivered Meals, 222,000 Congregate Meals, 27,000 Nutrition Education Sessions, 16,600 Adult Day Care Hours, 9,900 Case Management Hours, 7,300 Legal Services Hours, 20,800 Information and Assistance Contacts, 11,100 Visiting Hours, 16,600 Senior Center Activities Hours, 9,000 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 12 Elder Abuse Prevention Sessions, 1,900 Elder Abuse Prevention Materials Distributions, 4,000 Family Caregiver Information Contacts, 400 Family Caregiver Access Activities, 6,500 Family Caregiver Support Hours, and 9,500 Family Caregiver Respite Hours.

Accomplishments and outcomes achieved during Fiscal Year 2020-21 include provision of 648,007 Home Delivered Meals, 191,052 Congregate Meals, 32,542 Nutrition Education Sessions, 20,920 Adult Day Care Hours, 5,594 Case Management Hours, 18,626 Information and Assistance Contacts, 16,190 Visiting Hours, 26,410 Senior Center Activities Hours, 5,141 Disease Prevention/Health Promotion Contacts, 9 Senior Employment Participant Services, 32 Elder Abuse Prevention Sessions, 619 Elder Abuse Prevention Materials Distributions, 387 Family Caregiver Information Activities, 6,989 Family Caregiver

Access Contacts, 6,488 Family Caregiver Support Hours, and 7,615 Family Caregiver Respite Hours. Services were provided to more than 78,000 older adults through these contracts.

Delegation of signature authority is being requested to execute the services agreements due to the volume of contracts and quick turnaround needed to ensure continuity of services.

**SELECTION CRITERIA/PROCESS**

*In January 2022 and April 2022, the AAA published RFPs for Nutrition Services, Supportive Services, Family Caregiver Support Services, Senior Injury Prevention Program, Senior Employment Community Service Program, and the Health Insurance Counseling & Assistance program. The General Services Agency (GSA) published the RFPs on the County Website for 29 days, and the AAA distributed notice of the RFPs to all its contractors and through its email list, which includes more than 2,000 contacts. The RFP included minimum service standards, reimbursement rates for service units, and detailed service unit descriptions, consistent with state and federal requirements for service delivery for each program.*

*The AAA scheduled two Bidder's Conference for every RFP. All questions and answers from the Bidder's Conference were posted on the GSA website. As outlined in the RFP, agencies were evaluated on the following: 1) Mission, Experience and Community Involvement, 2) Program Delivery, and 3) Administrative and Fiscal Qualifications. Evaluation of agencies included their ability to meet targeting standards to serve low-income and minority populations. Eighty-seven respondents submitted requests totaling $10,781,581 in funds. One bid response submitted for Home-Delivered Meals funding contained responses and program delivery details consistent with a Congregate Meals program. This bid response was considered ineligible for Home-Delivered Meals funding. The remaining bid responses were reviewed and scored by panelists using criteria established in the RFP. Eighty-three of the bid responses received recommendations for funding, as indicated in Attachment A. There were no appeals. As noted on Attachment A, the AAA received Federal SLEB waivers with an expiration date of 6/30/23 for contracts for Nutrition Services, Supportive Services, Family Caregiver Support Program, Senior Community Services Employment Program and Health Insurance Counseling and Assistance Program.*

**FINANCING:**

Financing for services resulting from the RFP comes from California Department of Aging grants ($7,627,126), County General Fund ($1,637,274), and Measure A Funds ($885,003) for a total amount of $10,149,403. All funding is included in the Social Services FY 2022-23 Approved Budget. There is no change to net County cost as a result of approval of the attached contracts.

**VISION 2026 GOAL:**

These contracts will provide services instrumental in assisting older adults with aging in place in their communities and meet the 10X goal pathways of **Healthcare for All, Eliminate Poverty and Hunger,** and **Employment for All** in support of our shared visions of **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**.

Sincerely,

DocuSigned by:
Andrea Ford
C7BDBE38TEFC48...

Andrea Ford
Interim Agency Director

Attachments:

1. RFP 2022 Funding Recommendations and FY 2022-2023 CBO Contracts Attachment A
2. Four Original FY 2022-2023 Nutrition Solutions Standard Services Agreement documents for Board President signature

**FY22-23 RENEWAL ATTACHMENT A**

**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Alzheimer's Services of the East Bay | Adult Day Care | $272,160.00 | 900150 | 24085 | 2119 | 6/30/2023 | Berkeley | Micheal Pope |
| 2 | Mercy Retirement and Care Center | Brown Bag / SNAP-Ed | $147,000.00 | 900191 | 24138 | 2014-A | 6/30/2023 | Oakland | Krista Lucchesi |
| 3 | Open Heart Kitchen | CalFresh Outreach | $8,800.00 | 900197 | 24174 | 2131 | 6/30/2023 | Livermore | Heather Greaux |
| 4 | City of Fremont | Case Management | $70,000.00 | 900111 | 24099 | 2120-A | 6/30/2023 | Fremont | Brian Stott |
| 5 | DayBreak Adult Care Centers | Case Management | $120,000.00 | 900043 | 24105 | 2120-B | 6/30/2023 | Oakland | Ofra Paz |
| 6 | J-Sei, Inc | Case Management | $45,360.00 | 900184 | 24121 | 2120-C | 6/30/2023 | Emeryville | Diane Wong |
| 7 | Korean Community Ctr. of the East Bay | Case Management | $101,600.00 | 900187 | 24126 | 2121-D | 6/30/2023 | Oakland | June Lee |
| 8 | LIFE ElderCare, Inc. | Case Management | $142,857.00 | 900190 | 24136 | 2121-E | 6/30/2023 | Fremont | Patricia Osage |
| 9 | Senior Support Program of the Tri-Valley | Case Management | $70,000.00 | 900045 | 24143 | 2121-F | 6/30/2023 | Pleasanton | Mercel Amin |
| 10 | St. Mary's Center | Case Management | $52,359.00 | 900101 | 24159 | 2121-G | 6/30/2023 | Oakland | Sharon Cornu |
| 11 | Swords to Plowshares | Case Management | $50,400.00 | 902188 | 24162 | 2121-H | 6/30/2023 | San Francisco | Michael Blecker |
| 12 | City of Berkeley | Congregate Meals | $40,000.00 | 900161 | 24088 | 2014-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 13 | Open Heart Kitchen | Congregate Meals | $216,365.00 | 900197 | 24139 | 2014-C | 6/30/2023 | Livermore | Heather Greaux |
| 14 | Spectrum Community Services | Congregate Meals | $617,500.00 | 900211 | 24154 | 2014-D | 6/30/2023 | Hayward | Lara Calvert-York |
| 15 | J-Sei, Inc | Congregate Meals | $32,500.00 | 900184 | 24118 | 2014-E | 6/30/2023 | Emeryville | Diane Wong |
| 16 | Legal Assistance for Seniors | Elder Abuse Prevention | $22,637.00 | 900189 | 24131 | 2122 | 6/30/2023 | Oakland | James Treggiari |
| 17 | SER-Jobs for Progress, Inc. | Employment Services for Seniors | $135,350.00 | 901003 | 24146 | 2010-A | 6/30/2023 | Fresno | Jesús Padrón |
| 18 | Alzheimer's Disease & Related Disorders Asso | Family Caregiver Support Program | $49,140.00 | 901518 | 24081 | 2117-A | 6/30/2023 | Lafayette | Elizabeth Edgerly |
| 19 | Alzheimer's Services of the East Bay | Family Caregiver Support Program | $29,600.00 | 900150 | 24086 | 2117-B | 6/30/2023 | Berkeley | Micheal Pope |
| 20 | City of Berkeley | Family Caregiver Support Program | $41,383.00 | 900161 | 24096 | 2117-C | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 21 | City of Fremont | Family Caregiver Support Program | $94,568.00 | 900111 | 24102 | 2117-D | 6/30/2023 | Fremont | Brian Stott |
| 22 | Comfort Homesake | Family Caregiver Support Program | $20,160.00 | 902187 | 24104 | 2117-E | 6/30/2023 | Oakland | Marilyn Ababio |
| 23 | DayBreak Adult Care Centers | Family Caregiver Support Program | $193,269.00 | 900043 | 24106 | 2117-F | 6/30/2023 | Oakland | Ofra Paz |
| 24 | Family Caregiver Alliance | Family Caregiver Support Program | $149,069.00 | 900175 | 24112 | 2117-G | 6/30/2023 | San Francisco | Kathleen Kelly |
| 25 | Family Support Services | Family Caregiver Support Program | $55,000.00 | 900176 | 24114 | 2117-H | 6/30/2023 | Oakland | Cheryl Smith |
| 26 | J-Sei, Inc | Family Caregiver Support Program | $19,640.00 | 900184 | 24122 | 2117-I | 6/30/2023 | Emeryville | Diane Wong |
| 27 | Korean Community Ctr. of the East Bay | Family Caregiver Support Program | $13,440.00 | 900187 | 24129 | 2117-J | 6/30/2023 | Oakland | June Lee |
| 28 | Senior Support Program of the Tri-Valley | Family Caregiver Support Program | $57,640.00 | 900045 | 24145 | 2117-K | 6/30/2023 | Pleasanton | Mercel Amin |
| 29 | Spectrum Community Services | Family Caregiver Support Program | $10,000.00 | 900211 | 24157 | 2117-L | 6/30/2023 | Hayward | Lara Calvert-York |
| 30 | Legal Assistance for Seniors | Health Insurance Counseling & Advocacy Program | $300,050.00 | 900189 | 24132 | 2118-F | 6/30/2023 | Oakland | James Treggiari |
| 31 | Senior Support Program of the Tri-Valley | Health Promotion | $12,559.00 | 900045 | 24142 | 2123-A | 6/30/2023 | Pleasanton | Mercel Amin |
| 32 | Spectrum Community Services | Health Promotion | $101,684.00 | 900211 | 24152 | 2123-B | 6/30/2023 | Hayward | Lara Calvert-York |
| 33 | City of Berkeley | Home Delivered Meals | $84,000.00 | 900161 | 24089 | 2014-F | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 34 | J-Sei, Inc | Home Delivered Meals | $112,000.00 | 900184 | 24120 | 2014-G | 6/30/2023 | Emeryville | Diane Wong |
| 35 | Life ElderCare, Inc. | Home Delivered Meals | $78,331.00 | 900190 | 24135 | 2014-H | 6/30/2023 | Fremont | Patricia Osage |
| 36 | S.O.S. - Meals on Wheels-North | Home Delivered Meals | $2,200,360.00 | 900204 | 24147 | 2014-I | 6/30/2023 | San Leandro | Charlie Deterline |
| 37 | S.O.S. - Meals on Wheels-South | Home Delivered Meals - Caterer | $469,986.00 | 900204 | 24148 | 2014-J | 6/30/2023 | San Leandro | Charlie Deterline |
| 38 | Spectrum Community Services | Home Delivered Meals | $81,250.00 | 900211 | 24155 | 2014-K | 6/30/2023 | Hayward | Lara Calvert-York |
| 39 | Hospital Committee for Livermore | Home Delivered Meals - Caterer | $373,750.00 | 900218 | 24166 | 2014-L | 6/30/2023 | Livermore | Mino Sastry |
| 40 | Afghan Elderly Association | Information & Assistance | $25,000.00 | 900146 | 24077 | 2124-A | 6/30/2023 | Union City | Hamid Obeid |
| 41 | City of Berkeley | Information & Assistance | $100,000.00 | 900161 | 24094 | 2124-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 42 | City of Fremont | Information & Assistance | $100,000.00 | 900111 | 24100 | 2124-C | 6/30/2023 | Fremont | Brian Stott |
| 43 | City of Oakland | Information & Assistance | $100,000.00 | 900163 | 24103 | 2124-D | 6/30/2023 | Oakland | Sara Bedford |
| 44 | Family Bridges, Inc. | Information & Assistance | $40,000.00 | 900174 | 24108 | 2124-E | 6/30/2023 | Oakland | Corinne Jan |
| 45 | Korean Community Ctr. of the East Bay | Information & Assistance | $80,000.00 | 900187 | 24127 | 2124-F | 6/30/2023 | Oakland | June Lee |
| 46 | Swords to Plowshares | Information & Assistance | $50,000.00 | 902188 | 24163 | 2124-G | 6/30/2023 | San Francisco | Michael Blecker |
| 47 | Vietnamese American Community Ctr of EB | Information & Assistance | $80,000.00 | 900339 | 24168 | 2124-H | 6/30/2023 | Oakland | Shirley Gee |
| 48 | Legal Assistance for Seniors | Legal Services | $402,172.00 | 900189 | 24130 | 2125 | 6/30/2023 | Oakland | James Treggiari |
| 49 | Empowered Aging | Long Term Care Ombudman Services | $675,000.00 | 901855 | 24107 | 2126 | 6/30/2023 | Pleasant Hill | Susannah Meyer |
| 50 | City of Alameda | Senior Center Activities | $30,000.00 | 900140 | 24087 | 2127-A | 6/30/2023 | Alameda | Morace McKay |

**FY22-23 RENEWAL ATTACHMENT A**
**FUNDING RENEWALS FOR COMMUNITY BASED ORGANIZATION CONTRACTS UNDER MASTER CONTRACT PROCESS**

| | Contractor | Service Description | Funded Amount | Master Contract Number | Procurement Contract Number | SLEB Waiver Number | SLEB Waiver Expiration | Location | Principal |
|---|---|---|---|---|---|---|---|---|---|
| 51 | City of Berkeley | Senior Center Activities | $30,000.00 | 900161 | 24095 | 2127-B | 6/30/2023 | Berkeley | Dee Williams-Ridley |
| 52 | City of Emeryville | Senior Center Activities | $30,000.00 | 900162 | 24098 | 2127-C | 6/30/2023 | Emeryville | Christine Daniel |
| 53 | City of Fremont | Senior Center Activities | $30,000.00 | 900111 | 24101 | 2127-D | 6/30/2023 | Fremont | Brian Stott |
| 54 | Family Bridges, Inc. | Senior Center Activities | $30,000.00 | 900174 | 24110 | 2127-E | 6/30/2023 | Oakland | Corinne Jan |
| 55 | Hayward Area Recreation & Park District | Senior Center Activities | $30,000.00 | 900181 | 24115 | 2127-F | 6/30/2023 | Hayward | Paul McCreary |
| 56 | J-Sei, Inc | Senior Center Activities | $30,000.00 | 900184 | 24123 | 2127-G | 6/30/2023 | Emeryville | Diane Wong |
| 57 | Korean Community Ctr. of the East Bay | Senior Center Activities | $25,000.00 | 900187 | 24128 | 2127-H | 6/30/2023 | Oakland | June Lee |
| 58 | Spanish Speaking Unity Council | Senior Center Activities | $30,000.00 | 900210 | 24149 | 2127-I | 6/30/2023 | Oakland | Chris Iglesias |
| 59 | St. Mary's Center | Senior Center Activities | $30,000.00 | 900101 | 24160 | 2127-J | 6/30/2023 | Oakland | Sharon Cornu |
| 60 | Vietnamese American Community Ctr of EB | Senior Center Activities | $30,000.00 | 900339 | 24169 | 2127-K | 6/30/2023 | Oakland | Shirley Gee |
| 61 | Afghan Elderly Association | Senior Injury Prevention | $21,300.00 | 900146 | 24072 | Exempt | Non-Profit CBO | Union City | Hamid Obeid |
| 62 | Korean Community Ctr. of the East Bay | Senior Injury Prevention | $50,000.00 | 900187 | 24125 | Exempt | Non-Profit CBO | Oakland | June Lee |
| 63 | LIFE ElderCare, Inc. | Senior Injury Prevention | $80,000.00 | 900190 | 24133 | Exempt | Non-Profit CBO | Fremont | Patricia Osage |
| 64 | Rebuilding Together Oakland | Senior Injury Prevention | $40,300.00 | 900767 | 24140 | Exempt | Non-Profit CBO | Oakland | Lisa Malul |
| 65 | Senior Support Program of the Tri-Valley | Senior Injury Prevention | $40,950.00 | 900045 | 24141 | Exempt | Non-Profit CBO | Pleasanton | Mercel Amin |
| 66 | Spectrum Community Services | Senior Injury Prevention | $135,170.00 | 900211 | 24153 | Exempt | Non-Profit CBO | Hayward | Lara Calvert-York |
| 67 | St. Mary's Center | Senior Injury Prevention | $74,003.00 | 900101 | 24158 | Exempt | Non-Profit CBO | Oakland | Sharon Cornu |
| 68 | Vietnamese American Community Ctr of EB | Senior Injury Prevention | $17,280.00 | 900339 | 24167 | Exempt | Non-Profit CBO | Oakland | Shirley Gee |
| 69 | Afghan Elderly Association | Telephone Reassurance | $20,400.00 | 900146 | 24079 | 2128-A | 6/30/2023 | Union City | Hamid Obeid |
| 70 | Spanish Speaking Unity Council | Telephone Reassurance | $24,480.00 | 900210 | 24150 | 2128-B | 6/30/2023 | Oakland | Chris Iglesias |
| 71 | Spectrum Community Services | Telephone Reassurance | $20,000.00 | 900211 | 24151 | 2128-C | 6/30/2023 | Hayward | Lara Calvert-York |
| 72 | Swords to Plowshares | Telephone Reassurance | $10,200.00 | 902188 | 24164 | 2128-D | 6/30/2023 | San Francisco | Michael Blecker |
| 73 | Swords to Plowshares | Transportation | $10,200.00 | 902188 | 24165 | 2129 | 6/30/2023 | San Francisco | Michael Blecker |
| 74 | Afghan Elderly Association | Visiting | $6,120.00 | 900146 | 24078 | 2130-A | 6/30/2023 | Union City | Hamid Obeid |
| 75 | Family Bridges, Inc. | Visiting | $34,000.00 | 900174 | 24111 | 2130-B | 6/30/2023 | Oakland | Corinne Jan |
| 76 | J-Sei, Inc | Visiting | $9,605.00 | 900184 | 24124 | 2130-C | 6/30/2023 | Emeryville | Diane Wong |
| 77 | LIFE ElderCare, Inc. | Visiting | $60,000.00 | 900190 | 24137 | 2130-D | 6/30/2023 | Fremont | Patricia Osage |
| 78 | Senior Support Program of the Tri-Valley | Visiting | $42,357.00 | 900045 | 24144 | 2130-E | 6/30/2023 | Pleasanton | Mercel Amin |
| 79 | Spectrum Community Services | Visiting | $20,000.00 | 900211 | 24156 | 2130-F | 6/30/2023 | Hayward | Lara Calvert-York |
| 80 | St. Mary's Center | Visiting | $40,099.00 | 900101 | 24161 | 2130-G | 6/30/2023 | Oakland | Sharon Cornu |
| | | **Total 80 CBO Contracts for** | **$9,425,403.00** | | | | | | |
| | **Standard Service Agreement** | | | | | | | | |
| | Nutrition Solutions | Congregate/Home Delivered Meals Caterer | | | | | | | |
| | | Congregate Meals | 220,000.00 | N/A | 24172 | 2014-M | 6/30/2023 | Oakland | Jan Speer |
| | | Home Delivered Meals | 504,000.00 | N/A | 24172 | 2014-N | 6/30/2023 | Oakland | Jan Speer |
| | | **Total 80 CBO Contracts & 1 Standard Agreement for** | **$10,149,403.00** | | | | | | |

Note: Contracts listed will be effective from 7/1/22 to 6/30/23

| | |
|---|---|
| ALCOLINK Master Contract #: **901518**<br>Supplier ID #: **105040** | Board of Supervisor Approval Date: **9/20/2022**<br>Agenda File/Item No.: **30888 / 6** |

Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT**
**FOR FISCAL YEAR (FY) 2023**

Reference is made to that Master Contract No. **901518** ("Master Contract") made and entered into by and between **Alzheimer's Disease and Related Disorders Association Inc. (dba Alzheimer's Association)** ("Contractor"), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California ("County").

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:

1. **Exhibit A FY 2023, Program Description and Performance Requirements:**

**OLDER AMERICAN'S ACT FUNDED FAMILY CAREGIVER SUPPORT PROGRAM FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023**

Corrected Exhibit A FY 2023 entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

2. **Exhibit B FY 2023, Terms and Conditions for Payment:**
Exhibit B, FY 2023, entered into by and between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. **Exhibit B-1 Program Budget**. Amount payable under this amendment shall not exceed $49,140.
4. **Exhibit B-2 Agency Budget.**
5. **Exhibit C Insurance Requirements.**
6. **Exhibit D Audit Requirements.**
7. **Exhibit E HIPAA Business Associate Agreement / Intentionally Omitted.**
8. **Exhibit F Debarment and Suspension Certification.**
9. **Exhibit G Additional Contract Provisions.**
10. **Exhibit G-1 Certification for Contracts.**

Except as herein amended, the Master Contract is continued in full force and effect.

**COUNTY OF ALAMEDA**

By: DocuSigned by: Andrea Ford CFBDBF387EBC493...

Andrea Ford

Title: Social Services Agency Director

Date: 1/23/2023

**CONTRACTOR**

By: DocuSigned by: Elizabeth Edgerly 53B72346F4264AF...

Elizabeth Edgerly

Title: Executive Director

Date: 1/12/2023

Form 110-8 Rev 09/30/15

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

Dept Name: **SSA - Adult & Aging Services** Vendor ID #: **105040** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **901518** Procurement Contract #: **24081** Budget Year: **2023**

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|---|---|---|---|---|---|---|---|
| **610341** | **10000** | **320200** | **33950** | | | **$ 43,695** | **$ 43,695** |
| **610341** | **10000** | **320200** | **34700** | | | **$ 5,445** | **$ 5,445** |
| | | | | | | | |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **2117-A** Contract Maximum: **$49,140**

Procurement Contract Begin Date: **July 1, 2022** Expire Date: **June 30, 2023** Period of Funding From: **July 1, 2022** To: **June 30, 2023**

Department Contact: **Jennifer Stephens-Pierre** Telephone #: **(510) 577-1966** QIC Code: **24551**

Contract Liaison: **Maaza Michael** Telephone #: **(510) 577-3533** QIC Code: **24551**

Contractor Name: **Alzheimer's Disease and Related Disorders Association Inc. (dba Alzheimer's Association)**

Project Name: **Family Caregiver Support Program (FCSP)**

Contractor Address: **3675 MT Diablo Blvd. Suite 250, Lafayette CA. 94549**

Remittance Address: **2290 N. First Street, Suite 101, San Jose CA. 95131** ALCOLINK Vendor Address #: **3**

BOS Dist. #: **N/A**

Contractor Telephone #: **(925) 284-7942** Fax #: **(925) 284-8302** E-mail (Signatory): **eedgerly@alz.org**

Contractor Contact Person: **Grace Liu, East Bay Site Director** E-mail (Contact): **Gliu@alz.org**

Contract Service Category: **Family Caregiver Support Group, Title IIIE** Estimated Units of Service: **FED-OAA, RBA**

Method of Reimbursement (Invoicing Procedures): **Actual costs in arrears**

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|---|---|---|---|---|---|
| Funding Level | **$49,140** | | | | |
| Amount of Encumbrance | **$ 49,140** | | | | |
| File Date | **9/30/2022** | | | | |
| File / Item # | **30888 / 6** | | | | |
| Reason | **Board Action** | | | | |

| Funding Source Allocation: | Federal - CFDA #: **93.052** | State | County | |
|---|---|---|---|---|
| | **$43,695** | | **$ 5,445** | |

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

**DEPARTMENT**

By DocuSigned by: Andrea Ford CFBDBF387EBC493... Signature

**Andrea Ford**
Print or Type Name

Title **Social Services Agency Director** Date 1/23/2023

**CONTRACTOR**

By DocuSigned by: Elizabeth Edgerly 53B72346F4264AF... Signature

**Elizabeth Edgerly**
Print or Type Name

Title **Executive Director** Date 1/12/2023

By _____
Signature

_____
Print or Type Name

Title _____ Date _____

Contract Reference No.: 901518

**EXHIBIT A**

**PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

| | |
|---|---|
| **Contracting Department** | **Social Services Agency Area Agency on Aging** |
| **Contractor Name** | **Alzheimer's Disease and Related Disorders Association, Inc. (dba Alzheimer's Association),** hereinafter referred to as "CONTRACTOR" |
| **Contract Period** | **July 1, 2022 – June 30, 2023** |
| **Type of Services** | **Family Caregiver Support Program** (Title IIIE, Fed. Catalog # 93.052) |

## I. PROGRAM GOALS

A. The Family Caregiver Support Program is defined as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to compliment the care provided by caregivers.

B. Services shall be targeted to both caregivers and care receivers in **Central**, **North**, **South** and **East** Alameda County, especially those caregiving needs of hard to reach or underserved populations. Service locations shall be situated in or accessible to concentrations of consumers in the greatest social and economic need. Programs shall utilize the views of participants when evaluating the effectiveness of services received. Eligible caregivers and care receivers shall be those individuals newly identified as in need of service, or known individuals for whom new or additional services are to be provided. Services provided under Family Caregiver Support Services may not supplant any existing services. Services are available solely to non-paid caregivers, and no direct payments to eligible caregivers may be made under the terms of this contract.

## II. PROGRAM PERFORMANCE STANDARD

### A. COMPLIANCE

1. In compliance with State of California Information Management requirements, all contractors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal identifying information herein referred to as Personal Sensitive and Confidential Information (PSCI) including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 15th calendar day following the month of service. Programs delivering Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) by the 15th calendar day following the month of service. Each program is required to maintain statistical and financial data for all program and client information submitted to the AAA in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

3. AAA staff shall perform periodic monitoring of contract activities for compliance of work progress with the terms and conditions of the contract in order to ensure services are performed according to appropriate service expectations, such as quality of services, quantity of services, service objectives, assurances and specific requirements, special conditions, and timeframes specified in contract.

4. Contractor shall provide County of Alameda, Social Services Agency (SSA), AAA, State of California, California Department of Aging (CDA), and Federal Administration on Aging (AoA) Officials access to agency, consumers, statistical, financial, and other data records pertaining to the program administered under this contractual agreement.

5. Contractor shall register for the AAA Senior Info e-mail (seniorinfo@acgov.org) for automatic e-mail updates and changes in resource materials and references maintained by the AAA.

6. Contractor shall have in place an outreach strategy which demonstrates the ability to reach out to targeted populations and to inform the community about the agency and program services provided.

7. **Wait List Policy and Procedure** - To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, must develop and implement a Wait List policy and procedure in accordance with AAA Policies and

Procedures guidelines. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

8. Contractor shall offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

9. **Conflict of Interest:** Contractor may receive information while providing services under the Agreement that they may otherwise not have obtained. Contractor cannot use resources provided through this Agreement to participate in an action that is in any way adverse to County, or the Alameda County Social Services Agency, based on information obtained by Contractor through its work under this Agreement or related to the services provided by Contractor under this Agreement.

10. Contractors shall have in place a written complaint resolution process that meets requirements of Title 22 [CCR§7400], and that is in alignment with the Alameda County Area Agency on Aging (AAA) Grievance Policy **(Attachment A)**. All contractors shall post and advise clients of their complaint resolution process.

11. Contractors shall adhere to the Alameda County Social Services Agency's (SSA) Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Language Access Requirements for Contractors **(Attachment B)** contains specific language access provisions.

    Within the first 60-days of the contract, Contractor shall have developed written:

    a. Personnel Policies and Procedures,
    b. Job Descriptions for all staff involved in the program,
    c. Emergency Preparedness Plan including Incident Command System (ICS),
    d. Grievance Resolution Policy.

B. **HIPAA**

1. Contractor shall ensure that all clients receive notification of their privacy rights under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CCMIA), prior to receiving services.

2. Contractor shall ensure that all program employees and volunteers with access to PSCI complete the annual CDA Privacy and Information Security Awareness Training and secure a confirmation Certificate of Completion within:

a. 30-days of the start date of this Contract,
b. 30-days of the start date of any new employee, volunteer, or subcontractor,
c. An annual timeframe.

3. Contractors must maintain Certificates of Completion on file and provide them to AAA upon request including PSCI.

   a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.
   b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
   c. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
   d. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Acts of 1977, and county policy.

C. **SERVICE OBJECTIVES**

1. Services and referrals shall be available by phone or in person through the Alzheimer's Association offices located at: 2290 N. First Street, Suite 101, San Jose, CA 95131, and at 3675 Mt. Diablo Boulevard, Suite 250, Lafayette, CA 94549, and at various other Alameda County community sites with whom the Alzheimer's Association has developed a Memoranda of Understanding.

2. Direct services shall be provided in the older person's home and by telephone.

3. Eligible caregivers and care receivers shall be those individuals newly identified as in need of service or known individuals for whom new or additional services are to be provided.

4. Services provided under this Family Caregiver Support Services agreement shall not supplant any existing services.

5. Services are available solely to non-paid caregivers, and no direct payments to eligible caregivers may be made under the terms of this contract.

D. **MIS UNITS OF SERVICE**

1. Contractor shall provide the following units of service during this contract

period in a manner that distributes them reasonably in all four geographic areas and evenly over the months of the contract.

2. Contractor shall target services to persons 60 years of age and older as follows:

| County Wide | | |
|---|---|---|
| a. | Aged 75 and older | 28% |
| b. | Low-Income (Greatest Economic Need) | 25% |
| c. | Functionally Impaired | 30% |
| d. | Minority | 52% |

3. Contractor shall provide Family Caregiver Support services to a minimum of three thousand five hundred ninety-four (3,594) New Older Adults (Unduplicated Clients) during the annual contract period. (Number of new Older Adults receiving services for the first time will be reported monthly on the AAA 186).

4. Contractor shall provide a minimum of two hundred five (205) Caregiver Outreach contacts during the annual contract period.

5. Contractor shall provide a minimum of four hundred ninety-three (493) Caregiver Information & Assistance contacts during the annual contract period.

6. Contractor shall provide a minimum of eighteen (18) Caregiver Assessment hours during the annual contract period.

7. Contractor shall provide a minimum of thirty-five (35) Caregiver Counseling hours during the annual contract period.

8. Contractor shall provide a minimum of seventeen (17) Public Information on Caregiving activities during the annual contract period. The participant attendance count will be reported monthly.

9. Contractor shall provide a minimum of fifteen (15) Community Education on Caregiving activities during the annual contract period. The participant attendance count will be reported monthly.

| # OF NEW OLDER ADULTS TO BE SERVED ANNUALLY | SUPPORT SERVICE CATEGORY | SERVICE UNIT NAME | NUMBER OF UNITS TO BE PROVIDED | |
|---|---|---|---|---|
| | | | ANNUALLY | MONTHLY (approx) |
| 3594 | | | | |
| | **Access Assistance** | Caregiver Outreach (non-registered) | 205 | 17 |
| | | Caregiver Information and Assistance (non-registered) | 493 | 41 |
| | **Support Services** | Caregiver Assessment (registered) | 18 | 2 |
| | | Caregiver Counseling (registered) | 35 | 3 |
| | **Information Services** | Public Information on Caregiving (non-registered) | 17 | 1 |
| | | Community Education on Caregiving (non-registration) | 15 | 1 |

E. **DEFINITIONS**

1. **Eligible Service Population for Title lII-E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA 5302(3)]

2. **A Family Caregiver** is defined in Title III, Part A, Sections 302(3) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. "Family Caregiver" is used interchangeably with "informal caregiver". "Informal" means that the care is not provided as part of a public or private formal service program.

   A Family Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.

   Older parents providing care to their adult child with disabilities can be served in FCSP if the adult child is 60 years of age or older.

The broader term "Caregiver" as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

3. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part A Section 302(3); Title I, Section 102(40)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 8 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (22), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, walking, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.

4. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA.

    a. Lives with a child;
    b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
    c. Has legal relationship with child, such as legal custody or guardianship, or is raising the child informally.
    d. In addition to the above a grandparent or older relative caregiver that has adopted the child remains eligible to receive support services under this portion of FCSP.

5. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(a)(1) of the OAA as an individual who is not more than 18 years of age.

6. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in three (3) or more of the following areas of major life activity:

    a. Self-care,
    b. Receptive and expressive language,

c. Learning,
d. Mobility,
e. Self-direction,
f. Capacity for Independent Living,
g. Economic self-sufficiency,
h. Cognitive functioning, and
i. Emotional adjustment.

7. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers.

   In accordance with Title III, Part E, Section 373(e)(1), the Department has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

   The following apply to the respite care (4) or supplemental services (5) categories above:

   a. "**Respite Care**" means the provision of temporary, substitute supports or living arrangements for care receivers and may be provided (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).
   b. **"Temporarily"** means a brief period of relief or rest from a caregivers responsibilities during a limited time period, and could be provided on the following basis:
      (1) Intermittent—Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break;
      (2) Occasional—Time off for the caregiver to attend a special event;
      (3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.
   c. **Title III E funds cannot be used to support the following activities:**
      (1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;

(2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly;
(3) To supplement the service unit cost of "a participant day" at an adult day care program.

d. **Title III E Supplemental Funds cannot be used to support the following activities:**
(1) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
(2) Providing ongoing assistance to a care receiver living alone;
(3) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
(4) One-time, end-of-the-year assistance without an identified individual caregiver need.

8. **New Caregiver/Care Receiver**
In addition to the definition of eligible Caregiver and Care Receiver above, "**new**" shall be defined as individuals who receive services through the terms of this contract as of July of the contract year, including those previously served as well as those never before served by the agency. For reporting purposes, each Caregiver/Care Receiver receiving services related to this program is counted only once during the contract year.

9. **Outreach**
Interventions initiated by an agency or organization for the purpose of identifying potential caregivers and encouraging their use of the existing services and benefits.

10. **Low-Income (Greatest Economic Need)**
Having a monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

11. **Caregiver Assessment** means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]

## F. SERVICE CATEGORY SPECIFICATIONS

### 1. Information Services

**Information Services** means the provision of public information on caregiving and/or community education on caregiving, including information about

available services.

a. **Public Information on Caregiving** means an Information Service designed to provide information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems. (e.g., quarterly newsletter) **Unit of Measurement: one activity**

b. **Community Education on Caregiving** means an Information Service designed to educate groups of current or potential caregivers and those who may provide them with assistance about available FCSP and other caregiver support resources and services. (e.g., booth at health fair) **Unit of Measurement: one activity**

2. **Access Assistance**

a. **Access Assistance (for the Elderly and Child)** means the provision of caregiver outreach, caregiver information and assistance, and caregiver interpretation/translation services in order to link caregivers to the opportunities and services that are available.

b. **Caregiver Outreach** means an Access Assistance service involving interventions (one-on-one contacts with individuals) initiated by an agency or provider for the purpose of identifying caregivers and encouraging their use of existing caregiver support services. **Unit of Measurement: one contact**

c. **Caregiver Information and Assistance** means an Access Assistance service that provides caregivers with information on services available within the community, including information related to assistive technology and information particularly for older individuals at risk of institutional placement; Links caregivers to the services and opportunities that are available within the community; and to the maximum extent practicable, establishes adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact). **Unit of Measurement: one contact**

d. **Caregiver Interpretation/Translation:** means an Access Assistance service for the provision of bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities. (e.g., staff interpreting dialogue between caregiver and care consultant staff translating an elder's prescription drug label for his caregiver.) **Unit of Measurement: one contact**

3. **Support Services**

**Support Services** means the provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and (if necessary) caregiver case management.

a. **Caregiver Assessment** means a defined process of gathering information

to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]

i. **Caregiver Assessment for the Elderly** means a *Support Service* conducted by persons trained & experienced in the skills required to deliver the service that should result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their:
   (1) Willingness to provide care;
   (2) Duration and care frequency preferences;
   (3) Caregiving abilities;
   (4) Physical health, psychological, social support, and training needs;
   (5) Financial resources relative for caregiving; and
   (6) Strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system.

**Unit of Measurement: one hour**

ii. **Caregiver Assessment for the Child** means a Support Service provided to a caregiver by a person appropriately trained the level of counseling service, which may range from guidance with caregiving responsibilities to therapy for stress, depression, and loss; and:
   (1) May involve his or her informal support system;
   (2) May be individual direct sessions and/or telephone consultations; and
   (3) May address caregiving-related financial and long-term care placement responsibilities.

**Unit of Measurement: one hour**

b. **Caregiver Counseling** means a Support Service provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of counseling service, which may range from guidance with the responsibilities of the caregiving role to therapy for stress, depression and loss; and:
   (1) May involve his or her informal support system; and
   (2) May be individual direct sessions and/or telephone consultations.
   (3) May address care-giving related financial and long-term care placement responsibilities.

**Unit of Measurement: one hour**

c. **Caregiver Peer Counseling** means a Support Service provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.

**Unit of Measurement: one hour**

d. **Caregiver Support Group** means a Supportive Service provided to a

group of 3-12 caregivers that is led by a competent facilitator; conducted at least monthly within a supportive setting or via a controlled access, moderated online or teleconference approach; for the purpose of sharing experiences and ideas to ease the stress of caregiving and enhancing decision making and problem solving related to their caregiving responsibilities. **Unit of Measurement: one hour**

e. **Caregiver Training** means a Supportive Service consisting of workshops or one-on-one individually tailored sessions, conducted either in person or electronically by a skilled trainer, to assist caregivers in developing the skills and gaining the knowledge necessary to meet and enhance their caregiving roles; and shall address the areas of health, nutrition, and financial literacy. **Unit of Measurement: one hour**

f. **Case Management** means a Support Service provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression. **Unit of Measurement: one hour**

4. **Respite Care**

**Respite Care** means a brief period of relief or rest from caregiving responsibilities, and is provided to caregivers on an intermittent, occasional, or emergency basis in a manner that responds to the individual needs and preferences of the caregivers and their care receivers, rather than a pre-established set amount offered on a "first come, first served" waiting list basis.

a. **Respite Care** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child.

b. **Respite In-Home Supervision** means Temporary Respite Care that includes the provision of care receiver day and/or overnight supervision and friendly visiting by an appropriately skilled provider or a volunteer in order to prevent wandering and health or safety incidents. **Unit of Measurement: one hour**

c. **Respite Homemaker Assistance** means Temporary Respite Care that includes the provision of care receiver assistance with meal preparation, medication management, using the phone, and/or light housework (along with care receiver supervision) by an appropriately skilled provider or volunteer. **Unit of Measurement: one hour**

d. **Respite In-Home Personal Care** means Temporary Respite Care that includes the provision of care receiver assistance with eating, bathing, toileting, transferring, and/or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider. **Unit of Measurement: one hour**

e. **Respite Home Chore** means Temporary Respite Care that includes an

appropriately skilled provider or volunteer assisting a caregiver with heavy housework, yard work, and/or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities. **Unit of Measurement: one hour**

f. **Respite Out of Home Day** means Temporary Respite Care where the care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes assess to social and recreational activities. **Unit of Measurement: one hour**

g. **Respite Out of Home Overnight** means Temporary Respite Care where the care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care. **Unit of Measurement: one hour**

5. **Supplemental Services**

**Supplemental Services** means caregiver-centered assistance offered on a limited basis to support and strengthen the caregiving efforts.

**Supplemental Services** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child. Supplemental services should be provided in coordination with an assessment by a trained professional, and eligible individuals will be encouraged to participate in supplemental services.

a. **Assistive Devices for Caregiving** means a Supplemental Service involving the purchase, rental and/or service fee of any equipment or product system (ranging from a lift chair or bathtub transfer bench to an electronic pill dispenser or emergency alert fall prevention device) in order to facilitate and fulfill caregiving responsibilities.
**Unit of Measurement: 1 device for one client equals one occurrence**.

b. **Home Adaptations for Caregiving** means a Supplemental Service that makes any minor or major physical change to the home in order to facilitate and enhance the caregiving role (ranging from installation of grab bars or replacement of door handles to construction of an entrance ramp or roll-in shower) in order to fulfill caregiver responsibilities.
**Unit of Measurement: 1 modification to one home equals one occurrence**.

## III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

### A. TYPES OF SERVICES

Contractor agrees to meet the monthly contracted level of service and the specified performance standards unless there are circumstances beyond the contractor's control such as natural disasters, fire, theft, unanticipated increases in inflation, shortage of

necessary supplies or materials due to labor disputes or other causes.

1. **Supportive Services**

For each month that service falls below 95% of the contracted level, the contractor shall submit an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for two consecutive months, the County will meet with the contractor to explore the problem and develop an appropriate written corrective action plan with time frames. If the contractor does not carry out the required corrective action within the time frame, sanctions will be applied as described in the sanction policy.

2. **Nutrition**

If the level of service (number of meals) falls below 10%, and reaches 11% after 9 months of service, the percentage over 10% of contractor's funds shall be reallocated to other contractors who are over serving. If no over service is occurring, the funds shall be used on a one-time-only (OTO) basis to purchase equipment. Under service in the current year will not affect the next year's allocation of funds.

B. **NON-COMPLIANCE: STAGES OF SANCTIONS**

County may invoke financial sanction procedures as follows when contractor fails to comply with the Fiscal Reporting and Program Requirements.

1. **Phase I - Initial Suspension**

Contractor is in "suspended status" for a maximum of ten (10) working days or until overdue invoice/report is submitted or corrective action taken.

a. Implementation - Imposed when contractor is identified as being materially out of compliance.
b. Notice - Suspended status shall be in effect:
   (1) On the eighth (8th) working day of overdue invoices or activity reports without formal notice to contractor, or
   (2) As early as the sixth (6th) working day if formal notice is given.
c. Reimbursements - Suspended status shall cause all considerations due contractor by County to stop, including all payments in process for any prior invoice. At County's option, administrative activity directed toward a contract amendment, or any new contract may be suspended.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The initial suspension shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) The penalty phase takes effect.

2. **Phase II - Penalty Phase**

On the nineteenth (19th) working day after an invoice or required report is due, if contractor is still out of compliance, the contractor may be penalized 1% of the total amount of the contract as executed. A contractor may accrue as many 1% penalties during an entire contract period as may result for as many instances of contractor failure to submit invoices/reports as required.

a. Authority - Imposition of a penalty shall be authorized by the Director of the Area Agency on Aging.
b. Notice - A formal Notice of Penalty shall be sent to the contractor via certified mail. The notice will specify the reason for the sanction; corrective action(s) required; allowable obligations and expenditures; appeal procedure; and related information.
c. Reimbursements - Only costs specifically allowable under terms of the penalty phase shall be allowable. Allowable costs shall be specified in the Notice of Penalty and generally will include necessary costs of providing services until the thirtieth (30th) working day after the required document(s) or corrective action was due.
d. Duration - Maximum of ten (10) working days.
e. Lifting - The penalty sanction shall be lifted when:
   (1) The contractor has submitted the required document(s),
   (2) The contractor has adequately demonstrated corrective action, or
   (3) A Notice of Intent to Suspend Reimbursements is issued to the Contractor.

3. **Phase III - Suspension of Reimbursements**

If contractor has not submitted the required document(s), on the thirtieth (30th) work day after the monthly invoice, activity report, other required reports are due, the County shall no longer be liable for expenses incurred by contractor after thirtieth (30th) work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

a. Authority - Suspension of reimbursements shall be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.
b. Notice - A formal Notice of Intent to Suspend Reimbursements shall be sent to contractor via certified mail.
c. Reimbursements - After submission of delinquent invoice/report or contractor implementation of corrective action, County shall reassume liability for expenses reported by contractor as of the date they are reported. The County reserves the right to examine contractor's records to make necessary pro-ration of costs which are not allowable (or payable) during this period of suspension. A contractor subject to total non-payment of costs under this section is not subject to penalties described in Phase II above. If the contract period has expired, and a final invoice and

closeout report are not submitted within thirty (30) days, it shall not be honored by County.

d. In no case during the sanction period is the contractor exempt from providing services required under Exhibit A. Should the contractor fail to provide services as required, the contractor's failure to perform shall serve as a basis for County to terminate contract for cause. The County may also hold the contractor liable for costs to replace contract service and seek damages for contractor's failure to perform.

e. Duration - Suspension of reimbursements phase remain in effect until contractor takes corrective action satisfactory to the Area Agency on Aging, Social Services Agency or the County Board of Supervisors terminates the contract.

f. Lifting - The suspension of reimbursements phase shall be lifted when:
   (1) The contractor has adequately demonstrated corrective action, or
   (2) Termination of contract.

C. **WAIVER OF SANCTION PROCEDURE**

Upon notice that County is implementing sanction procedures described above, contractor may file a written appeal with the Director, Area Agency on Aging. Such appeal shall indicate justification for delinquent invoice or report, and other relevant facts. The Director may waive penalties described in Phase II of the Sanctions Section or authorize recognition of expenses proposed for non-payment under Phase III. Upon notice by Director, if waiver(s) is not granted, contractor may appeal to Board of Supervisors for further consideration.

## IV. TERMINATION

Contractor shall submit a Transition Plan for termination or transfer of services which includes:

A. Description of how clients shall be notified about the change in their service provider.

B. A plan to communicate with other organizations that can assist in locating alternative services.

C. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

D. A plan to evaluate clients in order to assure appropriate placement.

E. A plan to transfer any confidential medical and client records to a new contractor.

F. A plan to dispose of confidential records in accordance with applicable laws and regulations.

G. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.

H. Additional information as necessary to affect a safe transition of clients to other community service providers.

## V. ASSURANCES AND SPECIFIC REQUIREMENTS

A. Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable Federal, State, local and Alameda County laws and regulations including, but not limited to, the OAA as amended, the Civil Rights Act, the Americans with Disabilities Act, Office of Management and Budget (OMB) Circulars, Federal Code of Regulations [45CFR§1321.63 -§1321.71], [45CFR§75], California Title 22 [22CCR§7500-7716], discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Contractor shall give/publish credit for funding to the Alameda County Area Agency on Aging in all media transmission, including radio, TV, newspapers of general circulation, newsletters, contractor published materials or presentations to the community and other interested groups, flyers/pamphlets/posted material for general distribution. Contractor shall submit copies of the above noted publicity material to the Alameda County Area Agency on Aging Program Liaison as such material is available.

C. Contractor is required to attend Provider Meetings scheduled by the AAA. Contractor shall provide paid release time to appropriate staff to attend AAA sponsored Provider Meetings and Training Sessions relevant to their programs. Appropriateness of training shall be determined by the Program Liaison working directly with the contractor. This section is applicable only if the County Area Agency on Aging has such training available.

D. Programs must have procedures to protect the confidentiality and privacy of information about, or obtained from, participants or consumers. Contractor shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner according to the following subsection Title 22 7500(b) guidelines:

Providers shall not disclose any information about an older individual or obtained from an older individual in a form that identifies that person, without the written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:

1. Be available only to authorized service staff assisting the individual.

2. Remain in a secure, locked file or secure area to protect confidentiality of the records.

3. Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual has been obtained.

E. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor shall fulfill all federal statute requirements relating to nondiscrimination, including:

1. Ensuring that its services are accessible to persons with disabilities as per DHEW Regulations, Section 504 of the Rehabilitation Act of 1973;

2. Complying with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections

12101 et seq.);

3. Ensuring equal access to Federal, State and County Funded Benefits, Programs and Activities;

4. Complying with those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.

F. Contractor shall comply with the Division of Occupational Safety and Health Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. Contractors shall prepare and maintain a written Emergency Operations Plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. The plan shall include assurances that preparations have been made in the following areas:

1. Preparation of the facility.

2. Training for all staff, volunteers and participants in the Agency's emergency operations plan.

3. Fire safety preparations.

G. Contractor shall comply with Section 15630 of the Welfare & Institutions Code as it relates to the mandatory and non-mandatory reports of abuse of elders and dependent adults.

H. Contractor shall notify the AAA within ten (10) days of changes in administrative staff.

I. Contractor shall continue with the responsibilities under this Agreement during any dispute.

J. Contractor shall not enter into subcontracts for any of the work performed under this contract without first obtaining written approval from the AAA. All third-party contracts must be approved by the County and conform to CDA and AAA policies for an open competitive process. The applicant's open competitive process and contract specifications must be described in the plan for service delivery at the time the proposal is submitted. It must also set forth clear procedures for financial accountability and service delivery.

K. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

L. Participant income information may not be used to limit or deny services. Means tests shall not be used as criteria for eligibility for any Title III or Title VII services. All eligible OAA program participants who receive a service shall be provided with a

voluntary and private opportunity to contribute to the cost of services, but no fees for service may be imposed on OAA consumers, and participation must not be denied due to refusal or inability to donate or pay. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients for Title III and Title VII services shall not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. No eligible individual shall be denied participation because of failure or inability to contribute. Contractor shall ensure that the amount of the eligible participant's contribution is kept confidential.

M. Cost Sharing must be approved by AAA/CDA in advance for any Title III/VII service.

## N. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

## O. LOBBYING CERTIFICATION

The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure of Lobbying Activities” (Attachment C) in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in

the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## P. CONTRACTS IN EXCESS OF $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. Public Contract Code Section 10295.3

## Q. CALIFORNIA DEPARTMENT OF AGING (CDA) MANDATE

CDA mandates that the following language MUST be utilized in all signs, brochures, etc. that address the opportunity for participants to contribute to all programs:

1. There is no obligation to contribute.

2. A contribution is purely voluntary.

3. No eligible participant shall be denied service because of a failure or inability to contribute.

## R. RESULTS-BASED ACCOUNTABILITY

The Social Services Agency (SSA) has adopted the Results-Based Accountability (RBA) framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow SSA to track the positive impact and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? Is anyone better off?

The performance measures and the deliverables are described below. A link to further information on RBA can be found at: http://www.raguide.org/.

1. How much was done?

    a. Contractor shall meet a minimum of 95% of it program specific Service Unit requirements.
    b. Deliverable: Contractor will submit monthly data reports to AAA to document the number of specific Service Units provided each month.

2. How well was it done?

    a. Contractor shall maintain ongoing compliance with all program specific service and legal requirements, as described in the Exhibits and Attachments of this contract.
    b. Deliverable: Contractor shall host on-site monitoring and technical assistance visits and provide proof of compliance documentation as required by AAA.

3. Is anyone better off?

    a. Goals of the AAA Nutrition Services programs shall be considered met, and clients better off, if Contractor meets its 95% Service Unit requirements.
    b. Deliverable: Contractor shall submit monthly data reports to AAA to document the number of specific Service Units provided.

## S. ALAMEDA COUNTY AREA AGENCY ON AGING FOCAL POINTS

Focal points are Centers that offer access to services and an array of activities and services to meet the cultural, recreational, and social and health needs of the area served. To be considered a focal point, centers must provide nutrition programs, information and referral, transportation or access to transportation and linkages to other services.

1. North County

    a. Albany Senior Center
    846 Masonic
    Albany, CA 94706
    510-524-9122
    b. Oakland Department on Aging
    200 Grand Avenue
    Oakland, CA 94610
    510-238-3284
    c. J-Sei, Inc.

1285 66th St.
Emeryville, CA 94608
510-654-4000

d. North Berkeley Senior Center
1901 Hearst St.
Berkeley, CA 94710
510-981-5190

e. South Berkeley Senior Center
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

f. Emeryville Senior Center
4321 Salem St.
Emeryville, CA 94608
510-596-3730

g. Fruitvale San Antonio Senior Center
3301 E. 12th Street, Suite 201
Oakland, CA 94601
510-535-6123

h. Mastick Senior Center
1155 Santa Clara Ave.
Alameda, CA 94501
510-747-7500

i. Family Bridges, Inc.
168 11th Street
Oakland, CA 94607
510-763-9017

j. St. Mary's Center
925 Brockhurst Street
Oakland, CA 94608
510-923-9600

2. Central County

a. Hayward Senior Center
22325 N. Main St.
Hayward, CA 94541
510-881-6766

b. Kenneth C. Aitken Senior Center
17800 Redwood Rd.
Castro Valley, CA 94546
510-881-6738

3. South County

Fremont Senior Center
40086 Paseo Padre Parkway

Fremont, CA 94538
510-790-6600

4. East County

   a. Dublin Senior Center
      7600 Amador Valley Blvd.
      Dublin, CA 94568
      925-556-4511
   b. Pleasanton Department of Parks and Community Services
      5353 Sunol Blvd.
      Pleasanton, CA 94566
      925-931-5365
   c. Livermore Senior Services Center
      4444 East Avenue
      Livermore, CA 94550
      925-373-5760

T. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

U. **CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

V. **UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

W. **PRIORITY HIRING CONSIDERATIONS**

For any Agreement including services in excess of $200,000, the Contractor shall

give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

X. **PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR WHISTLE-BLOWER PROTECTIONS**

Contractor agrees to adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

Y. **SAME-SEX MARRIAGE**

Contractor agrees to recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act]

## VI. OTHER REQUIREMENTS

A. Agencies are required to maintain financial and program records necessary for fiscal monitoring and audit review and make periodic reports as requested by the AAA. As required by 2 CFR 200, Subpart F, Audit Requirements, entities expending $750,000 or more in a fiscal year are required have a Single Audit for that year. Audits must be submitted within thirty (30) days after receipt of the Auditor's report or six (6) months after the end of the audit period, whichever occurs first (2CFR 200 512).

1. Client files – intake form activity logs, progress notes, attendance records, and additional program specific data.

2. Employee files – daily time cards of hours worked, signed by the employee and approved by the supervisor, personnel data, including resume/application, pay rate, job description and W-4.

3. Financial records as required by the Accounting Handbook for Community-Based Organizations and Contract Administration Manual, monthly logs detailing program income and match revenues and expenditures, in-kind documentation detailing the type and the method used to establish value, and all other records such as a general ledger, monthly bank statements, etc.

4. Volunteer files – daily time sheets signed by the volunteer and approved by the supervisor, documentation as to how the rate of pay was determined.

5. Other contracts – any agreements or contracts with other revenue sources, including program/service goals, performance reporting documents, budgets and claiming documents.

6. The Contractor shall maintain complete records and make them available 1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by #7 and #8 of this section; and (3) for such longer period as Alameda County AAA deems necessary.

7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in #6 above.

8. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and Alameda County AAA and is so stated in writing to the Contractor.

9. If the Contractor should cease to exist as an entity, these records must be forwarded to Alameda County AAA.

10. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed under this Agreement. lf the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 2O0.302, the expenditures will be questioned and may be disallowed during the contract resolution process.

B. Contractor shall meet standards for its financial management systems as stipulated in [45 CFR 92.20 (governmental) or 45 CFR74.211 (non-profits) as well as those stipulated in [2 CFR 2OO.3O2].

C. **REPORTING REQUIREMENTS**

Contractors shall submit invoices, MIS reports, and other reports as applicable to the

services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

1. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the month of service.

2. In compliance with data collection requirements set forth in the Older American Act Performance System (OAAPS), all contractors (Registered and Non-Registered Services) are required to submit a monthly electronic MIS report (AAA186) on a monthly basis, within fifteen (15) calendar days following the month of service.

3. Contractors providing Registered Services are also required to enter MIS and Client Demographic data in the Social Assistance Management System (SAMS) on a monthly basis, within fifteen (15) calendar days following the month of service.

4. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

5. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

6. Contractors are required to maintain statistical and financial data for all program and client information submitted to the Area Agency in Aging (AAA) in such a way as to document and assure the accuracy of the data presented in the required monthly program and financial reports.

**Attachment A**
**(Revised 8/2019)**

# Alameda County Area Agency on Aging Grievance Policy

**I.** To comply with the California Department on Aging and Title 22 requirements, AAA's must establish a written grievance policy for the disposition of complaints by older individuals and or individuals authorized to act on their behalf against AAA's program, employees, or volunteers. The requirement includes that all subcontractor grant agreement providers establish a written grievance process for reviewing and attempting to resolve complaints that at a minimum must include the following:

A. Time frames within which a complaint will be acted upon.

B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's preview.

C. Confidentiality provisions to protect the consumer's right to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

**II.** Service providers must notify all older individuals of the grievance process by:

A. Posting notification of the grievance process in visible and accessible areas.

B. Advising homebound older individuals of the process either orally in writing upon contact with the individuals.

**III.** If the complaint is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be forwarded to the AAA Director in writing. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the informal review.

**IV.** If the complaint submitted to the AAA Director is not resolved to the satisfaction of the older individual or persons authorized to act on their behalf, the complaint must be

forwarded to the Social Services Agency Director in writing for a final grievance resolution. If a complainant cannot submit a written complaint, the AAA shall:

A. Verbally accept the complaint.

B. Prepare a written complaint.

C. Have the complainant sign the written complaint, although not necessarily prior to the commencement of the review.

**V.** The AAA's grievance process shall:

A. Formally be adopted by the AAA's governing board.

B. Distributed to both of the following:

1. All Service Providers within the PSA.

2. Organizations and locations where older individuals congregate.

**Attachment B**
**(Revised: 08/31/18)**

# LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

**I.** The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.

B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.

C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.

D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

**II.** The SSA shall aid contracted CBOs in expanding language interpretation services through:

A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.

B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.

C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.

D. Providing CBOs/contractors with access to **Telephonic Interpreters**, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**Attachment C**

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **1. Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **2. Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **3. Report Type:**<br>a. initial filing<br>_____ b. material change<br><br>**For material change only:**<br>Year _____ quarter _____<br>Date of last report_____ |
| **4. Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier_____, if Known:<br><br>**Congressional District,** *if known*: 4c | | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**<br><br>**Congressional District,** *if known*: |
| **6. Federal Department/Agency:** | | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: _____ |
| **8. Federal Action Number,** *if known:* | | **9. Award Amount**, *if known:*<br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature:** _____<br>**Print Name:** _____<br>**Title:** _____<br>**Telephone No.:** _____ **Date:** _____ |
| **Federal Use Only** | | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

# EXHIBIT B

## TERMS AND CONDITIONS OF PAYMENT

## I. FUNDING

A. The parties to this agreement recognize that there are funding uncertainties at the Federal, State and County levels which may impact the County's dollar allocations for contract services. Without prejudice to the other provisions of the contract, and with particular reference to Paragraph 12 of the Master Contract (termination provisions) it is mutually agreed that the total dollar amount of this agreement may be reduced and/or adjusted by the County during the term of the agreement due to reductions in Federal, State or County funding. Should such a reduction or adjustment be required, the County shall provide the Contractor with written notice at least 30 days prior to the effective date of such reduction or adjustment.

B. Contractor shall expend all funds received hereunder in accordance with this Agreement.

C. Contractor is encouraged to seek and obtain alternate and additional funding sources to enhance or expand their program.

D. Contractors with Older Americans Act (OAA) Title III-E funds agree to provide, at a minimum, 25% match from non-federal sources as part of this contract. All other Older Americans Act funded contracts (III-B, III-C, III-D, V, and VII) agree to provide a minimum 10% match.

E. County General Funds: If during the term of this contract the Board of Supervisors approves a cost-of-living adjustment, such an adjustment being at the County's discretion, an increase may be effective retroactively to July 1 of the current contract year and will change the contract total dollar amount accordingly. The Contractor shall propose the actual use of funds and shall submit a revised line item budget reflecting the use of the adjustment, subject to approval by the County.

F. Funding under this contract will not duplicate funding from other sources. Should future funding duplicate the funding under this contract, the invoices to Alameda County shall be reduced accordingly by the amount of duplicate funding.

G. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Each service provider shall:

1. Establish appropriate procedures to safeguard and account for all contributions.

2. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

## II. BUDGET

A. Line Item Budget – All Contracts will be based on a Line Item Budget (Exhibit B-1). Contractors shall be reimbursed on the basis of actual costs incurred pursuant to the Line Item Budget or in the case of specific nutrition services, a fee-for-service basis. The total expenditures in any budget category may not be exceeded by more than 10% without approval of the Program Liaison at the Area Agency on Aging.

B. Proposed variations significantly affecting the intent or scope of this contract must be submitted to and approved by the County Board of Supervisors as a Contract Amendment.

C. For Older Americans Act (OAA) funded contract, contributions/donations made by Title III clients for services under this contract may be identified as Program Income. Donations/Program Income shall be for allowable expenditures as identified in the budget, Exhibit B-1, and must be spent before the end of the contract period. Donations/Program Income shall not be accumulated or carried over from one contract period to another without prior approval from and under conditions specified by the County.

D. **PROPERTY/EQUIPMENT**

Property/Equipment with per unit cost of $5,000 or more requires justification and prior approval from CDA/AAA.

1. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements is subject to the reporting requirements:

    a. Has a normal useful life of at least one (1) year,
    b. Has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit),
    c. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    d. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
    e. Is purchased with OAA funding and used to conduct business under this agreement.

2. Purchase of Property

    a. Property shall be purchased before June 30 of the applicable Fiscal Year.

b. Property shall be purchased with Contractor or Subcontractor funds and reimbursed by the AAA with OAA funding.
c. Contractor shall notify the AAA within 24 hours of taking physical possession of the purchased property.
d. Property shall be assigned a CDA Inventory Control Number. The assigned CDA Inventory Tag shall be affixed to the corresponding physical property.

3. Tracking Purchased Property

Contractor shall keep track of property purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The contractor shall record, at minimum, the following information when property is acquired unless further restricted:

a. Date acquired
b. Item Description
c. CDA tag number identifying it as CDA property
d. Serial number
e. Purchase cost
f. Fund source

4. Disposal of Property

a. Prior to disposal of any property purchased by Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from AAA for all reportable property as defined in Section D.1. of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Contractor shall email to AAA the electronic version of the Request to Dispose of Property (CDA 248). Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
b. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

5. Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

6. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

7. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from CDA/AAA regarding the final disposition of the property.

8. ln the event of Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity or to the State.

9. To exercise the above right, no later than 120 days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

10. Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

    a. Another CDA program providing the same or similar service
    b. Another CDA-funded program

11. Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

12. Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

13. lf purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

14. Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## E. PROGRAM INCOME

Revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:

1. Voluntary gifts of dollar contributions and donations received from a participant or other party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under CDA grant funds.

5. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

6. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in #9 below.).

7. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in. #9 below) and may reduce the total amount of contract funds payable to the Contractor.

8. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

9. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

10. Program Income may not be used to meet the matching requirements of this Agreement.

11. Program Income must be used to expand baseline services.

F. **ONE-TIME ONLY (OTO) FUNDS**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.

3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
   a. The purchase of equipment that enhances the delivery of services to the eligible service population.

b. Home and community-based projects that are approved in advance by CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## G. MATCHING CONTRIBUTIONS

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

2. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

3. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

4. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.

## H. INDIRECT COSTS

Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### I. TRAVEL AND PER DIEM

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the Alameda County Area Agency on Aging rules and regulations.

1. In County:
   Mileage/Per Diem (meals and incidentals)

2. Out of County:
   Mileage/Per Diem (meals and incidentals)/Lodging

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by AAA, between the AAA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the AAA.

## III. BUDGET REVISION PROCEDURES

A. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service

units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

B. Contractor must submit a formal written (via e-mail) request to Program Department Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered.

C. No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Program Department of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Program Department and/or for claimed services that contract program monitoring findings indicate have not been provided.

## IV. REIMBURSEMENT

A. "Reimbursable item" also means "allowable cost" and "compensable item."

B. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

C. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

D. "Recoverable cost" means the state and federal share of the questioned cost.

E. Contractor shall be reimbursed on a line-item or fee-for-service basis in accordance with and as detailed in Exhibit B-1. Contractor will submit monthly invoices in the form prescribed by the Area Agency on Aging. The reimbursement request will conform to the budget detail set forth in Exhibit B-1, except that necessary adjustments may be made as approved by the County Program Liaison.

F. For line item budgets, the amount expended against any budget category may not exceed the category budget total by more than 10% without a budget revision, approved by the contract liaison.

G. Services should be delivered equitably during the 12 months of the contract period. Budget items should be claimed based on actual costs in arrears. Expenditure of

funds should be at the rate of approximately 1/12 per month, not to exceed 55% at six months.

H. Contractors may request a waiver of this policy through the Program Liaison when invoicing in either of two situations: (1) Where there are underexpenditures from prior invoice periods which may be used by Contractor to recover for actual costs incurred/services provided in the current period when current expenditures/services provided have exceeded the prorated amount, or (2) For line-item invoices where it is necessary for the Contractor to invoice for large one-time, unscheduled or unusual costs that would cause the monthly prorated amount to be exceeded (e.g., equipment, insurance premiums).

Approval of a billing variation by the Program Liaison does not alter the Contractor's responsibility to the annual budget, unless otherwise approved, nor does it alter responsibility to fulfill the scope of services of the contract.

I. The County may at its option grant OAA and County General Fund Contractors an advance payment that will not exceed 1/12 of the contract. Community-Based Program Services Contractors may receive an advance of 1/4 of the contract. Advance payments will not be made in connection with entitlement programs such as USDA. An advance payment is granted on a case-by-case basis based upon critical financial needs and will be made only once during the fiscal year using the Alameda County Cash Advance Policy.

J. Where contract payments are allowed for personal property (capital equipment) based on actual costs pursuant to the line-item budget, title to all personal property having a unit purchase price of $5,000 or more, acquired by Contractor in connection with this contract or the services rendered pursuant thereto shall vest in the County. The property shall be returned to the County at the expiration or termination of the contract.

K. Contractors shall submit all claims for reimbursement under the contract within thirty (30) days after the ending of the contract. All claims submitted after thirty (30) days following the ending date of the contract will not be subject to reimbursement by the County.

Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after thirty (30) days following the ending date of the contract will be disallowed under audit by the County.

## V. REQUIRED REPORTS

Contractors shall submit invoices, MIS reports and other reports as applicable to the Program Liaison, related to the services performed pursuant to this contract in such form and detail as may be required by the Area Agency.

A. OAA and County General Fund Invoices must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the period being billed to the County.

B. MIS Service data for Registered Programs must be input into the Social Assistance Management System (SAMS) database monthly, within fifteen (15) calendar days after the close of the service period being reported to the County.

C. MIS Service Reports (AAA186) for Non-Registered Programs must be submitted on a monthly basis, within fifteen (15) calendar days after the close of the service period being reported to the County.

D. Quarterly Reports must be submitted within twenty (20) calendar days after the close of the service period being reported to the County.

E. The Annual Financial Close-Out Report must be submitted within twenty (20) calendar days after the close of the Fiscal Year being reported to the County. Final expenditures must be reported in accordance with the budget display in Exhibit B-1.

# EXHIBIT B-1

## ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET

Contractor: Alzheimer's Disease and Related Disorders Association, Inc. Contract Term: 07/01/2022-06/30/2023

Service Category/Program: **Family Caregiver Support Program**

## SECTION 1 SALARIES AND EMPLOYEE BENEFITS

| **1.1 PAID STAFF**<br>**List # pos., %FTE, wages** | **TOTAL PROJECT BUDGET (1)** | **AAA FUNDED PROJECT BUDGET (2)** | **OTHER** | |
|---|---|---|---|---|
| | | | **CASH** | **IN-KIND** |
| Site Director (GL) 15% of 1 FTE @ $86,328 | 6,767 | 6,767 | 0 | 0 |
| Family Support Manager (HG) 15% of 1 FTE @ $89,209 | 13,381 | 13,381 | 0 | 0 |
| Community Outreach Specialist (CL) 20% of 1FTE @ $74,160 | 14,832 | 14,832 | 0 | 0 |
| Family Care Specialist (DS) 15% of 1FTE @$74,915 | 11,237 | 11,237 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **46,217** | **46,217** | **0** | **0** |
| **1.2 TAXES AND BENEFITS** | | | | |
| FICA | 5,283 | 2,923 | 2,360 | 0 |
| SUI/SDI | 2,000 | 0 | 2,000 | 0 |
| LTD | 0 | 0 | 0 | 0 |
| Dental | 0 | 0 | 0 | 0 |
| Health Insurance | 0 | 0 | 0 | 0 |
| Retirement | 0 | 0 | 0 | 0 |
| Life Insurance | 0 | 0 | 0 | 0 |
| EAP | 0 | 0 | 0 | 0 |
| **(The entries above are examples, not requirements)** | 0 | 0 | 0 | 0 |
| **Subtotal:** | **7,283** | **2,923** | **4,360** | **0** |
| **1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)** | | | | |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **TOTAL SALARY/BENEFIT BUDGET**<br>**(Sections 1.1, 1.2, 1.3)** | **53,500** | **49,140** | **4,360** | **0** |

## SECTION 2 SERVICES AND SUPPLIES

| 2.1 TRAVEL AND TRAINING | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| | | | CASH | IN-KIND |
| Staff Travel: Miles x Rate | 0 | 0 | 0 | 0 |
| Conferences/Conventions | 0 | 0 | 0 | 0 |
| Staff Training - | 0 | 0 | 0 | 0 |
| Vol.Travel: ____ Miles x Rate ____ | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **2.2 OCCUPANCY** | | | | |
| Rent or Mortgage | 0 | 0 | 0 | 0 |
| Telephone | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Janitorial/Maintenance | 0 | 0 | 0 | 0 |
| General Liability Ins. | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **2.3 OTHER BUDGET COSTS** | | | | |
| Supplies/Postage | 0 | 0 | 0 | 0 |
| Minor Equip. (Each Item Under $5,000) | 0 | 0 | 0 | 0 |
| Printing/Copying/Graphics | 0 | 0 | 0 | 0 |
| Website Maintenance | 0 | 0 | 0 | 0 |
| Fiscal Agent Fee @ 8% | 0 | 0 | 0 | 0 |
| Membership/Dues/Subscrip. | 0 | 0 | 0 | 0 |
| Health Fair Fees | 0 | 0 | 0 | 0 |
| Directory and Advertising | 0 | 0 | 0 | 0 |
| Socialization | 0 | 0 | 0 | 0 |
| Member Grant Awards | 0 | 0 | 0 | 0 |
| Respite Scholarships | 0 | 0 | 0 | 0 |
| Counseling | 0 | 0 | 0 | 0 |
| Support Groups | 0 | 0 | 0 | 0 |
| **Federal Indirect Rate @ 23.6%** | 12,626 | 0 | 12,626 | 0 |
| **Subtotal:** | **12,626** | **0** | **12,626** | **0** |
| **2.4 VEHICLE BUDGET** | | | | |
| Gas/Oil_____ Miles x Rate _____ | 0 | 0 | 0 | 0 |
| Maintenance | 0 | 0 | 0 | 0 |
| Vehicle Insurance | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** |
| **TOTAL SERVICES/SUPPLIES BUDGET** | **12,626** | **0** | **12,626** | **0** |

## SECTION 3 CAPITAL EQUIPMENT

| CAPITAL EQUIPMENT | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|---|---|---|---|---|
| *List Items Costing $5,000+ (Include Funding Source)* | | | CASH | IN-KIND |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 |
| **TOTAL CAPITAL EQUIPMENT BUDGET** | **0** | **0** | **0** | **0** |

| | | | | |
|---|---|---|---|---|
| **GRAND TOTAL BUDGET (Sections 1 - 3)** | **66,126** | **49,140** | **16,986** | **0** |

## SECTION 4 REVENUES

| REVENUE SOURCES: | Total Project Funds | AAA Project Funding | Other | | Committed Funds |
|---|---|---|---|---|---|
| | | | CASH | IN-KIND | |
| **Non-Match:** | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **0** | **0** | **0** | **0** | **0** |
| **Match:** | 0 | 0 | 0 | 0 | 0 |
| Private donations | 16,986 | 0 | 16,986 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 |
| **Subtotal:** | **16,986** | **0** | **16,986** | **0** | **0** |
| Title III/VII Client Donations | 0 | 0 | 0 | 0 | 0 |
| Title III/VII Funds | 43,695 | 43,695 | 0 | 0 | 0 |
| County General Funds | 5,445 | 5,445 | 0 | 0 | 0 |
| MEASURE A Funds | 0 | 0 | 0 | 0 | 0 |
| **GRAND TOTAL REVENUE** | **66,126** | **49,140** | **16,986** | **0** | **0** |

## SECTION 5 DEDUCTIVE FORMULA (Title III/VII Funded Programs Only)

| | TOTAL |
|---|---|
| 1.) TOTAL PROJECT BUDGET: | 66,126 |
| 2.) {LESS} COUNTY GENERAL FUNDS: | 5,445 |
| 3.) {LESS} MEASURE A FUNDS: | 0 |
| 4.) {LESS} OTHER NON-MATCH FUNDS: | 0 |
| 5.) {EQUALS} TITLE III/VII BUDGET COSTS TO BE MATCHED: | 60,681 |
| 6.) {LESS} TITLE III/VII MATCH FUNDS: [minimum of 25% OF LINE 4] | 16,986 |
| 7.) {LESS} TITLE III/VII CLIENT DONATIONS: | 0 |
| 8.) {EQUALS} EARNED TITLE III/VII FUNDS: | 43,695 |
| **9.) TOTAL CONTRACT FUNDING (LINE 2 + LINE 3 + LINE 8)** | **49,140** |

alzheimer's association®

# Exhibit B-2

**ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION**
**Northern Caifornia and Northern Nevada Office**
**BUDGET SUMMARY-FY23**

| **REVENUE and EXPENSE** | **FY23** |
|---|---|
| **Revenue** | |
| Direct Marketing | $ 3,379,768 |
| General Development | $ 1,709,686 |
| Major and Strategic Gifts | $ 4,558,333 |
| Relationship Events | $ 4,257,975 |
| Constituent Events | $ 400 |
| Walk to End Alzheimer's | $ 6,265,504 |
| The Longest Day | $ 450,000 |
| Corporate Initiatives & Cause Marketing | $ 1,090,000 |
| Foundation Relations & Member Organizations | $ 430,000 |
| Planned Gifts | $ 2,900,000 |
| Non contributed Revenue including Grants & Conference Revenue and A | $ 1,768,816 |
| **Total Gross Revenue** | $ 26,810,483 |
| *Mission, Research,Program Revenue Share with Home Office* | $ (13,130,115) |
| **Total Net Revenue** | **$ 13,680,368** |
| **Expenses:** | |
| Personnel Related Expenses (Internal)-Includes Hiring Lag | $ 8,270,160 |
| Temp & Contract Services | $ 137,300 |
| Supplies, Telecommunications, Postage | $ 249,653 |
| Occupancy, Equipment, Insurance | $ 1,306,734 |
| Printing, Promotion, Publications & Subscriptions | $ 445,405 |
| Conference, Conventions, Events | $ 668,299 |
| Staff Travel Including Staff and non staff | $ 131,454 |
| Assessments and Grants | $ 274,000 |
| Other/Misc Including Allocable expenses | $ 464,181 |
| Depreciation & In-Kind | $ 38,487 |
| **Total Expense** | **$ 11,985,673** |
| **Net Income/(Loss)** | **$ 1,694,695** |

# 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**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)<br>Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**<br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| **C** | **Workers' Compensation (WC) and Employers Liability (EL)**<br>Required for all contractors with employees | WC: Statutory Limits<br>EL: $100,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions**<br>Includes endorsements of contractual liability | $1,000,000 per occurrence<br>$2,000,000 project aggregate |

**E** **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, 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 minimum A.M. Best Rating of A- or better, 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:
   **Alameda County Social Services Agency Contracts Office, 1111 Jackson St., 1st floor, Oakland, CA 94607**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2022

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

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

**PRODUCER**
Lamb, Little & Co/Inszone Insurance Services
1101 Perimeter Drive, Suite 500
Schaumburg IL 60173

**CONTACT NAME:** Sandy Crespin
**PHONE (A/C, No, Ext):** 847-719-7877 **FAX (A/C, No):** 847-398-7077
**E-MAIL ADDRESS:** screspin@inszoneins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Philadelphia Indemnity Insurance Company | 18058 |
| INSURER B : Cincinnati Insurance Company | 10677 |
| INSURER C : Hartford Insurance Group | 29424 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** ALZHE-2
Alzheimer's Disease & Related Disorders Association, Inc.
225 N. Michigan Ave Ste 1700
Chicago IL 60601

**COVERAGES** **CERTIFICATE NUMBER:** 643537825 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Sex Abuse/Molest<br>X Soc Serv Prof<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | PHPK2389542 | 3/11/2022 | 3/11/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 1,000,000<br>$ 20,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY<br>[ ] | Y | | PHPK2389542 | 3/11/2022 | 3/11/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>UM/UIM | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED X RETENTION $ 10,000 | | | PHUB806485 | 3/11/2022 | 3/11/2023 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 10,000,000<br>$<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 83WEBU6934 | 3/11/2022 | 3/11/2023 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A<br>A<br>B | D&O, EPLI, Fiduciary<br>PROFESSIONAL LIABILITY<br>CRIME | | | PHSD1699565<br>PHPK2389542<br>EMN0607899 | 3/11/2022<br>3/11/2022<br>3/11/2022 | 3/11/2023<br>3/11/2023<br>3/11/2023 | $50,000 Retention<br>OCC 1,000,000/AGGR<br>$25,000 Ded | 10,000,000<br>3,000,000<br>5,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Northern California / Northern Nevada Chapter
RE: Alameda County Social Services Agency Grant Funding
County of Alameda, its Board of Supervisors, the individual memebers thereof, and all County officers, agents, employees, volunteers & representatives are included as additional insured for operations conducted by the named insured. Subject to policy terms and conditions.

**CERTIFICATE HOLDER**

Alameda County Social Services Agency
Contracts Office
2000 San Pablo Ave, 4th Floor
Oakland CA 94612

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

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POLICY NUMBER: PHPK2389542

**COMMERCIAL GENERAL LIABILITY**
**CG 20 26 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| County of Alameda, its Board of Supervisors, the individual memebers thereof, and all County officers, agents, employees, volunteers & representatives<br>1111 Jackson St 1st Floor<br>Oakland CA 94607 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


© Insurance Services Office, Inc., 2012

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2022

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

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

| | |
|---|---|
| **PRODUCER**<br>**Business Professional Insurance Associates**<br>**1519 South B Street**<br>**San Mateo, CA 94402**<br>**License #: 0D69286** | **CONTACT NAME:** Cindi Watson<br>**PHONE (A/C, No, Ext):** (650)341-4484 **FAX (A/C, No):** (650)341-4465<br>**E-MAIL ADDRESS:** cwatson@bpia.net |
| **INSURED**<br>**Alzheimer's Services of the East Bay**<br>**2320 Channing Way**<br>**Berkeley, CA 94704** | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** State Comp. Ins. Fund — 35076<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER: 00001847-1354418** **REVISION NUMBER: 7**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $<br>$<br>$<br>$<br>$<br>$<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $<br>$<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** ☐ OCCUR<br>**EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br> | $<br>$<br>$ |
| **A** | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 9280403-2022 | 07/18/2022 | 07/18/2023 | X PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**PROOF OF COVERAGE.**

**CERTIFICATE HOLDER**

**Alameda County Social Services**
**Contracts Office**
**2000 San Pablo Avenue**
**Oakland, CA 94612**

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Cindi Watson **(CLW)**

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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 E

# INTENTIONALLY OMITTED

# 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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Alzheimer's Disease and Related Disorders Association Inc. (dba Alzheimer's Association)

PRINCIPAL: Elizabeth Edgerly TITLE: Executive Director

SIGNATURE: DocuSigned by: Elizabeth Edgerly 53B72346F4264AF... DATE: 1/12/2023

# EXHIBIT G

# ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

## I. General Provisions

A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

C. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

E. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

I. **Procurement of recovered materials**.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

    a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

    b. Meeting Contract performance requirements; or

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. **Access to Records.**

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

O. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

(a) Are *not used* as a substantial or essential component of any system; and

(b) Are *not used* as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

II**.** **Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ''Anti-Kickback'' Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland ''Anti-Kickback'' Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# EXHIBIT G-1

## Certification for Contracts, Grants, Loans, and Cooperative Agreements
## CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, Alzheimer's Disease and Related Disorders Association Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Elizabeth Edgerly
Signature of Contractor's Authorized Official

1/12/2023
Date

Elizabeth Edgerly
Name

Executive Director
Title