

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

Dept Name: SSA Adult & Aging Services Vendor ID #: 0000032626 Board PO #: _____
 Bus Unit: SOCSA Master Contract #: 900162 Procurement Contract #: _____ Budget Year: 2017

| Acct # | Fund # | Dept # | Program # | Subclass # | Project / Grant # | Amount to be Encumbered | Total Contract Amount |
|--------|--------|--------|-----------|------------|-------------------|-------------------------|-----------------------|
| 610341 | 10000 | 320200 | 34700 | | | \$27,620 | \$27,620 |
| | | | | | | | |

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: _____ Contract Maximum: \$27,620

Procurement Contract Begin Date: 7/1/16 Expire Date: 6/30/17 Period of Funding From: 7/1/16 To: 6/30/17

Department Contact: Tracy Murray Telephone #: 510-577-1966 QIC Code: 24551

Contractor Name: City of Emeryville

Project Name: Senior Center Activities, Title IIIB

Contractor Address: 4321 Salem Street, Emeryville, CA 94608

Remittance Address: 4321 Salem Street, Emeryville, CA 94608 ALCOLINK Vendor Address #: 22

BOS Dist. #: 5

Contractor Telephone #: 510-596-3779 Fax #: 510-596-4339 E-mail (Signatory): bhelfenberger@ci.emeryville.ca.us

Contractor Contact Person: Brad Helfenberger E-mail (Contact): Brad Helfenberger, Youth & Adult Services Manager

Service Category: Senior Center Activities, Title IIIB

Estimated Units of Service: See Exhibit A

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

| History of Funding: | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 |
|-----------------------|--------------|--------------|--------------|--------------|--------------|
| Funding Level | \$27,620 | | | | |
| Amount of Encumbrance | \$27,620 | | | | |
| File Date | 6-28-16 | | | | |
| File / Item # | 8 | | | | |
| Reason | Board Action | | | | |

| Funding Source Allocation: | Federal - CFDA #: | State | County |
|----------------------------|-------------------|-------|----------|
| | \$ | \$ | \$27,620 |

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

DEPARTMENT

By _____
Signature

Lori A. Cox

Print or Type Name

Title Social Services Agency Director Date _____

CONTRACTOR

By Carolyn Lehr
Signature

Carolyn Lehr

Print or Type Name

Title City Manager Date 9-9-16

Approved As To Form

[Signature]

City Attorney's Office

EXHIBIT A

PROGRAM PERFORMANCE STANDARD

City of Emeryville, hereinafter referred to as "CONTRACTOR" shall, pursuant to the provisions of this Contract, provide Senior Center Activities (Federal Catalog #93.044).

I. PROGRAM GOALS:

- A. Services shall be provided to maintain or improve the well being of individuals 60 years of age or older through the provision of necessary services in the community and the support senior centers offer. Senior Center Activities consist of activities that focus on the physical, social, psychological, economic, educational, recreational, and/or creative needs of older persons, which are not included in other Title III program definitions.
- B. Services shall be targeted to older residents of North Alameda County (Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont) with a special emphasis on low-income minority seniors.

II. PROGRAM PERFORMANCE STANDARD

In compliance with data collection requirements set forth in the National Aging Program Information System (NAPIS), all contractors are required to submit a monthly electronic MIS report (AAA186) by the 7th working 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 7th working day following the month of service. Each program is required to maintain documentation for all program and client information submitted to the AAA. Programs are expected to make every effort to submit MIS and Client data in a manner that conforms to the format required by the Area Agency on Aging.

Contractor shall have in place an outreach strategy to reach the targeted populations, to inform the community about the agency and services provided, and to increase participation in the program.

A. Service Objectives

- 1. Services will be available through City of Emeryville Senior Citizen Center at 4321 Salem Street, Emeryville, Monday-Friday (5 days a week), between the hours of 9:00 a.m. through 5:00 p.m.

2. Average Daily Attendance (ADA) shall be at least fifteen (15) unduplicated seniors 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 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 seniors, health insurance counseling, forms completion assistance, field trips and other social activities.
5. Interpretation/Translation services are to be available for senior center participants and their caregivers who may be monolingual.
6. Staff shall attend the Area Agency on Aging's I & R Roundtable meetings held every other month starting in July.
7. The Contractor will post in a visible and central location posters/flyers advertising programs such as HICAP, QMB, Medicare, SSI, Ombudsman, Energy Discounts,, Homeowner/Renter Assistance, California Senior Legislature, etc. The Area Agency on Aging will provide these materials upon request.
8. Contractor staff should develop a knowledge base in the following areas: Medicare, Medicare Assignment, Social Security, Supplemental Security Income (SSI), Medi-Cal (including share of cost), In-Home Supportive Services (IHSS), subsidized housing, Paratransit (Transportation) Services, QMB, discount programs and other related benefit programs which might assist the targeted populations.
9. Workshops are to be conducted quarterly on such topics as energy assistance, crime/safety prevention for seniors, public benefits, elder abuse prevention, affordable housing, citizenship classes (for those programs serving immigrants), etc.
10. Senior center programs are encouraged to have monthly newsletters or calendars, advertising programs and events of interest to seniors.
11. A monthly calendar of activities shall be developed and posted in the center, and will be used as the basis for determining hours of activity scheduling for monthly MIS reports.
12. Programs should offer group activities for socialization, including weekly/monthly get-togethers and field trips.

13. Contractor will provide the following units of service in addition to the MIS contracted units. (These service units are not to be reported monthly to AAA, however, contractor will retain data documenting the fact that service units have been provided.)
 - Information - Units of service will be provided
 - Interpretation/Translation - Units of service will be provided
 - Referral - Units of service will be provided
 - Evaluation/Follow-up - Units of service will be provided

B. MIS Units of Service

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.

1. Services shall be targeted to persons 60 years and older as follows:

North County

| | |
|-----------------------|-----|
| Age 75+ | 31% |
| Low-Income | 30% |
| Functionally Impaired | 36% |
| Minorities | 52% |

2. A minimum of two-hundred fifty-two (252) New Seniors (unduplicated) will be served during the contract year.
3. One thousand six hundred ninety-one (1,691) units (hours) of Senior Center Activities shall be provided during the contract year.

| # OF NEW SENIORS TO BE SERVED ANNUALLY | SERVICE UNIT NAME | NUMBER OF UNITS TO BE PROVIDED | |
|--|--------------------------|--------------------------------|-------------------|
| | | ANNUALLY | MONTHLY (approx.) |
| 252 | Senior Center Activities | 1,691 hours | 140 hours |

C. Definitions

Eligible Service Population for Title III B and D 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 Limited English Proficiency (LEP), and older individuals residing in rural areas. IOAA 5305 (a)(2)(E); 22 CCR 7 125, 7 127, 7 130, 7 135 and 7638.71

New Senior: An individual 60 years of age and older, on or before June 30, 2017, 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 senior receiving services related to this grant is counted only once during the contract year.

Senior Center Activities: Services are designed to enable older individuals 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 are provided. Entertainment costs such as tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities are not allowable. **UNIT: one hour**

Interpretation/Translation: Consist of providing Interpretation/Translation services for older individuals and their caregivers. Program staff will assist monolingual and limited English speaking clients with completing forms, communicating with service providers, and understanding policies/programs described in languages other than their primary language. In order to provide Interpretation/Translation Services, program staff should be knowledgeable about programs such as Medicare, Medi-Cal, SSI, QMB, IHSS, Paratransit (Transportation) Services, Discount Programs for Seniors, etc.

UNIT: one contact

Senior Center Staffing: Assist with the operation of the multipurpose senior center by meeting all or part of the costs of compensating professional and technical personnel required for the operation of the center.

UNIT: one hour

Aged 75 and older: A senior whose 75th birthday falls on or before June 30, 2017.

Low Income: Having monthly income at or below the Department of Health and Human Services (DHHS) Federal Poverty Guidelines.

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 the telephone, managing money and transportation ability.

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.

III. PROVISIONS AND REMEDIES FOR FAILURE TO MEET PERFORMANCE STANDARD

A. 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, 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 overserving. If no overservice is occurring, the funds will be used on a one-time-only (OTO) basis to purchase equipment. Underservice in the current year will not affect the next year's allocation of funds.

B. Sanction Policy

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

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.

1. **Implementation** - Imposed when contractor is identified as being materially out of compliance.
2. **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 sixth (6th) day if formal notice is given.
3. **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.

4. Duration - Maximum of ten (10) working days.
5. Lifting - The initial suspension will be lifted when:
 - a. the contractor has submitted the required document(s),
 - b. the contractor has adequately demonstrated corrective action, or
 - c. the penalty phase takes effect.

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 contractors failure to submit invoices/reports as required.

1. Authority - Imposition of a penalty will be authorized by the Director of the Area Agency on Aging.
2. 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.
3. 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.
4. Duration - Maximum of ten (10) working days.
5. Lifting - The penalty sanction shall be lifted when:
 - a. the contractor has submitted the required document(s),
 - b. the contractor has adequately demonstrated corrective action, or
 - c. a Notice of Intent to Suspend Reimbursements is issued to the contractor.

Phase III - Suspension of Reimbursements

If contractor has not submitted the required document(s), on the 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 30th work day, or for any subsequent time until the delinquent invoice or report is submitted, or corrective action completed.

1. Authority - suspension of reimbursements will be authorized by the Director of the Area Agency on Aging in consultation with the SSA Director.

2. Notice - a formal Notice of Intent to Suspend Reimbursements will be sent to contractor via certified mail.
3. 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.

4. 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.
5. Lifting - the suspension of reimbursements phase will be lifted when:
 - a. the contractor has adequately demonstrated corrective action, or
 - b. termination of contract.

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:

1. Description of how clients will be notified about the change in their service provider.
2. A plan to communicate with other organizations that can assist in locating

alternative services.

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
4. A plan to evaluate clients in order to assure appropriate placement.
5. A plan to transfer any confidential medical and client records to a new contractor.
6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
7. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.
8. Additional information as necessary to effect a safe transition of clients to other community service providers.

V. ASSURANCES

- 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 local, State, and federal laws and regulations including, but not limited to, 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 are available.
- C. Contractor will provide paid release time to appropriate staff to attend training sessions, relevant to their programs, which are sponsored by the Alameda County Area Agency on Aging. Appropriateness of training will 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. It is the responsibility of all Area Agency on Aging contractors to 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. The Contractor agrees to 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. It is the responsibility of all Alameda County Area Agency on Aging contractors to prepare 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. The Contractor assures that Information and Assistance Staff have written procedures

in place and are trained at least annually on how to handle emergencies. As specified in Title 22, Division 1.8, Chapter 4, Article 2, Section 7547, the training shall consist of:

1. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 2. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 3. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities.
- I. Contractor shall establish a written grievance process for reviewing and attempting to resolve complaints of older individuals and residents of Long-Term Care facilities.
- J. Contractor shall obtain written approval from the Alameda County Area Agency on Aging before entering into subcontracts for work performed under this contract.
- K. Proof of age or citizenship shall not be required as a condition of receiving services.
- L. Means tests shall not be used by any Contractor for any Title III or Title VII services. All eligible individuals who receive a service shall be given the opportunity to voluntarily contribute toward the cost of the service. 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 shall not be implemented for any Title III and Title VII service until so notified by the Department.
- N. Contractor shall indemnify, defend, and save harmless the Alameda County Area Agency on Aging, its officers, agents, and employees from any and all claims, liabilities, and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the 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 sub-grants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all sub-recipients 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:

- There is no obligation to contribute.
- A contribution is purely voluntary.
- No eligible participant will be denied service because of a failure or inability to contribute.

EXHIBIT B

ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET

Budget Effective Date: 7/1/16 Revision No.: ____

Date Prepared: 8/16/16

Contractor: City of Emeryville Senior Center

Contract Term: 7/01/16 - 6/30/17

MIS Program: Senior Center Activities

Provider No.:

SECTION 1 SALARIES AND EMPLOYEE BENEFITS

| 1.1 PAID STAFF | TOTAL PROJECT BUDGET (1) | AAA FUNDED PROJECT BUDGET (2) | OTHER | |
|--|-----------------------------|----------------------------------|----------|----------------|
| List # pos., %FTE, wages | | | CASH | IN-KIND |
| (1) Supervisor 100% FTE @ 94,200 | 94,200 | | | 94,200 |
| (1) Program Coordinator 100% FTE @ 64,728 | 64,728 | | | 64,728 |
| (1) Recreation Assistant 100% FTE @ 57,516 | 57,516 | | | 57,516 |
| (1) Manager 50% FTE @ 110,016 | 55,008 | | | 55,008 |
| | 0 | | | |
| | 0 | | | |
| | 0 | | | |
| | 0 | | | |
| | 0 | | | |
| | 0 | | | |
| | 0 | | | |
| Subtotal: | 271,452 | 0 | 0 | 271,452 |

1.2 TAXES AND BENEFITS

| | | | | |
|------------------|----------------|----------|----------|----------------|
| FICA | 8,214 | | | 8,214 |
| | 0 | | | |
| | 0 | | | |
| | 0 | | | |
| | 0 | | | |
| Medcal Insurance | 78,171 | | | 78,171 |
| Workers' Comp. | 6,514 | | | 6,514 |
| Retirement | 25,789 | | | 25,789 |
| Life Insurance | 390 | | | 390 |
| Other | 33,521 | | | 33,521 |
| Subtotal: | 152,599 | 0 | 0 | 152,599 |

1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)

| | | | | |
|--|---------------|----------|----------|---------------|
| | 0 | | | |
| Planning Volunteers 200 hours @\$20.00 per hour | 3,000 | | | 3,000 |
| Program Volunteers 4,000 hours @ \$15.00 per hour | 32,000 | | | 32,000 |
| | 0 | | | |
| | 0 | | | |
| | 0 | | | |
| | 0 | | | |
| Subtotal: | 35,000 | 0 | 0 | 35,000 |

| | | | | |
|------------------------------------|----------------|----------|----------|----------------|
| TOTAL SALARY/BENEFIT BUDGET | 459,051 | 0 | 0 | 459,051 |
| (Sections 1.1, 1.2, 1.3) | 459,051 | 0 | 0 | 459,051 |

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: <u> </u> Miles x Rate | 0 | | | |
| Conferences/Conventions | 2,250 | | | 2,250 |
| Staff Training - | 2,000 | | | 2,000 |
| Vol.Travel: <u> </u> Miles x Rate | 0 | | | 0 |
| Subtotal: | 4,250 | 0 | 0 | 4,250 |

2.2 OCCUPANCY

| | | | | |
|------------------------|----------------|----------|----------|----------------|
| Rent or Mortgage | 0 | | | 0 |
| Telephone | 4,500 | | | 4,500 |
| Utilities | 16,000 | | | 16,000 |
| Janitorial/Maintenance | 104,300 | | | 104,300 |
| General Liability Ins. | 0 | | | 0 |
| Subtotal: | 124,800 | 0 | 0 | 124,800 |

2.3 OTHER BUDGET COSTS

| | | | | |
|--|----------------|---------------|----------|----------------|
| Supplies/Postage | 30,500 | | | 30,500 |
| Minor Equip. (Each Item Under \$5,000) | 7,000 | | | 7,000 |
| Printing/Copying/Graphics | 1,000 | | | 1,000 |
| Website Maintenance | 0 | | | 0 |
| Fiscal Agent Fee @ 8% | 0 | | | 0 |
| Membership/Dues/Subscrip. | 0 | | | 0 |
| Health Fair Fees | 0 | | | 0 |
| Directory and Advertising | 14,000 | | | 14,000 |
| Regional Center Project Management | 0 | | | 0 |
| Member Grant Awards | 0 | | | 0 |
| Respite Scholarships | 0 | | | 0 |
| Counseling | 0 | | | 0 |
| Support Groups | 0 | | | 0 |
| Temp & Pro Services Fees | 77,620 | 27,620 | | 50,000 |
| Subtotal: | 130,120 | 27,620 | 0 | 102,500 |

2.4 VEHICLE BUDGET

| | | | | |
|--|----------------|---------------|----------|----------------|
| Gas/Oil <u> </u> Miles x Rate <u> </u> | 0 | | | 0 |
| Maintenance | 0 | | | 0 |
| Vehicle Insurance | 0 | | | 0 |
| Subtotal: | 0 | 0 | 0 | 0 |
| TOTAL SERVICES/SUPPLIES BUDGET | 259,170 | 27,620 | 0 | 231,550 |

SECTION 3 CAPITAL EQUIPMENT

| 3.1 Capital Equipment <i>List Items Costing \$5,000+ (Include Funding Source)</i> | TOTAL PROJECT COSTS (1) | AAA FUNDED PROJECT COSTS (2) | OTHER | |
|--|----------------------------|---------------------------------|----------|----------|
| | | | CASH | IN-KIND |
| | 0 | | | |
| | 0 | | | |
| TOTAL CAPITAL EQUIPMENT BUDGET | 0 | 0 | 0 | 0 |

| | | | | |
|---|----------------|---------------|----------|----------------|
| GRAND TOTAL BUDGET (Sections 1.1 - 3.1) | 718,221 | 27,620 | 0 | 690,601 |
|---|----------------|---------------|----------|----------------|

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

| TYPE OF INSURANCE COVERAGES | | MINIMUM LIMITS |
|-----------------------------|---|---|
| A | Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | \$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage |
| B | Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities | \$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage |
| C | Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees | WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease |
| D | Professional Liability/Errors & Omissions Includes endorsements of contractual liability | \$1,000,000 per occurrence \$2,000,000 project aggregate |
| E | <p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 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: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: Alameda County Social Services Agency Contracts Office, 2000 San Pablo Avenue, 4th floor, Oakland, CA 94612 | |

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.

EXHIBIT E

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 **TeleInterpreters**—a 24-hour, seven-day-a-week, 365-days-a-year telephone language translation service—to supplement on-site language access services.

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, the 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 or attach an additional page.

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 contracting process.

By signing this contract and Exhibit F, Debarment and Suspension Certification, the 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.

CONTRACTOR: City of Emeryville

PRINCIPAL: Carolyn Lehr

TITLE: City Manager

SIGNATURE: 

DATE: 8-22-16


Approved As To Form

City Attorney's Office

EXHIBIT G

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.

NORTH COUNTY

Albany Senior Center
846 Masonic
Albany, CA 94706
510-524-9122

Oakland Department on Aging
200 Grand Avenue
Oakland, CA 94610
510-238-3284

J-Sei, Inc.
1710 Carlton
Berkeley, CA 94704
510-883-1106

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

City of Berkeley Senior Programs
2939 Ellis St.
Berkeley, CA 94703
510-981-5170

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

Fruitvale San Antonia Senior Center
3301 E. Street, Suite 201
Oakland, CA 94601
510-535-6123

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

CENTRAL COUNTY

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

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

SOUTH COUNTY

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

EAST COUNTY

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

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

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