



Andrea Ford
Interim Agency Director

AGENDA _____ May 24, 2022

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

May 5, 2022

Honorable Board of Supervisors
Sitting as the Governing Body of the Public Authority
for In-Home Supportive Services in Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE THE THIRD AMENDMENT TO THE STANDARD SERVICES AGREEMENT WITH TOTAL ADMINISTRATIVE SERVICES CORPORATION FOR THIRD PARTY CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT ADMINISTRATION SERVICES TO PUBLIC AUTHORITY IN-HOME SUPPORTIVE SERVICES (IHSS) FOR IHSS PROVIDERS HEALTH PLAN BENEFITS

RECOMMENDATION:

Approve the Third Amendment to the Standard Services Agreement (Procurement No. 16566) with Total Administrative Services Corporation (Principal: Andy Bartel; Location: Madison, Wisconsin) to continue to provide Third Party Consolidated Omnibus Budget Reconciliation Act administration services to In-Home Supportive Services providers extending the contract term of 5/1/18 - 6/30/22 by an additional year through 6/30/23, and increasing the contract amount from \$183,740 to \$243,740 (\$60,000 increase).

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve the Third Amendment to the Standard Services Agreement with Total Administrative Services Corporation (TASC) for Consolidated Omnibus Budget Reconciliation Act (COBRA) administration services for health care benefits with Alameda Alliance for Health (AAH), dental care benefits with Delta Dental HMO and PPO, and vision care benefits with Fidelity/EyeMed. TASC is a professional Third-Party COBRA administrator specializing in employee benefit plans. TASC provides COBRA administration services to 72 IHSS providers per month in FY 2021-22.

On November 10, 2020 (File No. 30539, Item No. 68), your Board approved a First Amendment to the Standard Services Agreement with TASC for additional Third Party COBRA Administration Services costs to IHSS providers due to an increase in health insurance rates, with no change in the contract term of 5/1/18-6/30/21, and increasing the contract amount from \$110,200 to \$123,740 (\$13,540 increase). On May 25, 2021 (File No. 30656, Item No. 4), your Board approved a Second Amendment

to the Standard Services Agreement with TASC to continue to provide Third Party COBRA services to IHSS providers extending the contract term of 5/1/18 - 6/30/21 by an additional year through 6/30/22, and increasing the contract amount from \$123,740 to \$183,740 (\$60,000 increase).

Approval of this Third Amendment will provide an additional twelve months of COBRA administration services by TASC (from July 1, 2021 to June 30, 2022) at the current contract rate, to allow sufficient time for the Social Services Agency (SSA) to issue a Request for Proposal (RFP) and complete the competitive bidding process for future COBRA administration services. This Third Amendment will ensure eligible IHSS providers will continue to receive the employer-sponsored health care insurance plan in the agreement with the Service Employees International Union (SEIU) Local 2015.

SELECTION CRITERIA/PROCESS

On December 22, 2017, SSA issued a RFP via mass email and postings to the SSA and General Services Agency (GSA) websites. Two Bidders Conferences were held in the North and South County on January 9, 2018 in Oakland, and January 11, 2018 in Hayward. On February 2, 2018, SSA received six proposals. Each proposal was reviewed and evaluated by a County Selection Committee (CSC) consisting of four members. All Bidders advanced to Phase Two of the RFP process and were interviewed by the CSC. TASC was selected as the IHSS Providers' COBRA administrator through the competitive RFP process. On May 22, 2018 (File No. 30121, Item No. 2), your Board approved a Standard Services Agreement with TASC.

The Office of Contract Compliance and Review (OCCR) granted a Federal Funds Small, Local and Emerging Business (SLEB) Waiver No. F1181 for the solicitation of bids on December 22, 2017. The OCCR granted SLEB Waiver No. F1181-A on April 5, 2018, and SLEB Waiver No. F1181-A1 on October 5, 2020, both of which expired on June 30, 2021. On February 18, 2021, OCCR issued SLEB Waiver No. F1181-A2 on which will expire on June 30, 2022. On May 2, 2022, OCCR issued SLEB Waiver No. F1181-A3, which will expire on June 30, 2023.


FINANCING:

Funding for this amendment is provided by Federal, State and County funds, and is included in the Social Services Agency Fiscal Year 2022-23 Budget request. Approval of this item will result in no increase in net County cost.

VISION 2026 GOAL:

Third Party COBRA administration services for IHSS providers meets the 10X goal pathway of **Healthcare for All** in support of our shared vision of a **Thriving and Resilient Population**.

Sincerely,

DocuSigned by:

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Andrea Ford
Interim Agency Director

Attachment: One set of four originals of the Third Amendment to the Standard Services Agreement for the Board President's signature

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement (“Third Amendment”) is made by the Public Authority for In-Home Supportive Services of Alameda County (“County”) and Total Administrative Services Corporation (“Contractor”), with respect to that certain agreement entered by them on May 1, 2018, (referred to herein as the (“Agreement”), and amended on November 18, 2020 and May 25, 2021, pursuant to which Contractor provides Third Party Consolidated Omnibus Budget Reconciliation Act (“COBRA”) Administration Services to Public Authority (“PA”) In-Home Supportive Services (“IHSS”) providers in the County.

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 May 1, 2018 through June 30, 2023. The compensation payable to Contractor hereunder shall not exceed **\$243,740** (two hundred forty-three thousand, seven hundred forty dollars) for the term of this Agreement.

Fiscal Year	Contract Amount (not to exceed)	Contract Term
2017 – 2018	\$5,800	May 1, 2018 – June 30, 2018
2018 – 2019	\$34,800	July 1, 2018 – June 30, 2019
2019 – 2020	\$34,800	July 1, 2019 – June 30, 2020
2020 – 2021	\$48,340	July 1, 2020 – June 30, 2021
2021 – 2022	\$60,000	July 1, 2021 – June 30, 2022
2022 – 2023	\$60,000	July 1, 2022 – June 30, 2023

- b. Except as otherwise stated in this Third Amendment, the terms and provisions of this Third 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 Third Party COBRA Administration Services shall not exceed **\$243,740** 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 Third Amendment.
3. Attached hereto is Exhibit C, the current insurance requirements.

4. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this Third 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 voluntarily 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. A Revised Exhibit E, Additional Contract Provisions Federal Provisions, is attached to this Third Amendment.
6. A Revised Exhibit E-1, Certification for Contracts, Grants, Loans, and Cooperative Agreements Certification Regarding Lobbying (Appendix A, 44 C.F.R. Part 18), is attached to this Third Amendment.
7. Except as expressly modified by this Third 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 Third Amendment to the Agreement. By signing below, signatory warrants and represents that he/she executed this Third 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

CONTRACTOR / TASC

By: Keith Carson
(Signature)

By: Andy Bartel
(Signature)

Name: Keith Carson
(Printed)

Name: Andy Bartel
(Printed)

Title: President of the Board of Supervisors, sitting as the Governing Body of the Public Authority for In-Home Supportive Services of Alameda County

Title: Chief Sales Officer

Date: 6/3/2022

Date: 5/5/2022

Approved as to Form:

By: Victoria Wu
County Counsel Signature

Date: 5/5/2022

REVISED EXHIBIT B (AMENDMENT 3)

PAYMENT TERMS

1. Total payment under the terms of this Agreement will not exceed the total amount of **\$243,740**. The Contractor will receive the following amounts per fiscal year:

Fiscal Year	Contract Amount (not to exceed)	Contract Term
2017 - 2018	\$5,800	May 1, 2018 - June 30, 2018
2018 - 2019	\$34,800	July 1, 2018 - June 30, 2019
2019 - 2020	\$34,800	July 1, 2019 - June 30, 2020
2020 - 2021	\$48,340	July 1, 2020 - June 30, 2021
2021 - 2022	\$60,000	July 1, 2021 - June 30, 2022
2022 - 2023	\$60,000	July 1, 2022 - June 30, 2023

Cost includes all taxes and all other charges.

2. County will pay Contractor according to the following established Fee Schedule:

The Administration Fee is .48 cents per month per health enrolled per month.

3. 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.

4. 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.
 - l. The CEO or Executive Director must be included in the *cc*.
 - m. 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.
5. 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.
6. 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 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"> 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. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 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. 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. 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." CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 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 	

Certificate C-2

Form 2001-1

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: Total Administrative Services Corporation

PRINCIPAL: Andy Bartel TITLE: Chief Sales Officer

SIGNATURE:  DATE: 5/5/2022

REVISED EXHIBIT E

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.

Procurement Contract No. 16566

- 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:

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

Procurement Contract No. 16566

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.

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 E-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, Total Administrative Services Corporation, 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:

 Andy Bartel
 4CE980A2E94B4C8...
 _____ 5/5/2022
 Signature of Contractor's Authorized Official Date

Andy Bartel
Name

Chief Sales Officer
Title



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:

- 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.
- Approver:** Please review, electronically sign, and click "Finish." DocuSign will automatically route the Waiver Request to OCCR.
- OCCR may contact requesting departments for additional documentation as needed.
- See Page 3 for additional information and instructions following the Waiver being approved or denied by OCCR.

A. Complete items 1-5.

- Requesting Department Name: SSA Contracts Unit Request Date: 4/26/2022
 Contact First / Last Name: Michelle Manor QIC: 20203
 Email Address: Michelle.Manor@acgov.org Phone #: 510-267-8632
 Procurement Description: Third party COBRA administration services
- Catalog of Federal Domestic Assistance (CFDA) Number (Contact OCCR for assistance if needed): 93.778
- Code of Federal Regulations (CFR) Name/Number (Contact OCCR for assistance if needed): 45 CFR 92
- State Regulation Name/Number (as applicable): N/A
- Previously approved 110-17 Waiver numbers as applicable for reference (supporting documents, etc.): 1181-A2

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.

- Board letter(s) approving acceptance and/or expenditure, as needed, of grant funds for the procurement described above.
- Federal Regulation (CFDA, CFR, etc.) section that specifically prohibits geographical preferences.
- 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.
- 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:

<p>1. <input type="checkbox"/> Solicit Bids</p> <p>Please Note:</p> <p>If approved, use of County Counsel approved modified SLEB Provisions is required.</p> <hr/> <p>Authorized Approver Signature _____ Date _____</p> <hr style="border-top: 1px dashed orange;"/> <p>OCCR Approval:</p> <p><input type="checkbox"/> Request approved by OCCR Date: _____</p> <p>_____ OCCR Signature</p> <p>Waiver Expiration Date _____</p> <p>Federal Grant Funds SLEB Waiver #F</p> <p><input type="checkbox"/> Request denied by OCCR</p> <p>Reason: _____</p>	<p>2. <input type="checkbox"/> Award Contract/Issue PO</p> <p>A. Contractor Name/City: <u>Total Administrative Services Corporation (TASC)/Madison, WI</u></p> <p>B. Total Contract Value: \$ <u>183,740</u></p> <p>C. Contract Start Date: <u>5/1/2018</u></p> <p>D. Contract End Date: <u>6/30/2021</u></p> <p>E. Procurement Contract #: <u>16566</u></p> <hr/> <p>Authorized Approver Signature _____ Date _____</p> <hr style="border-top: 1px dashed orange;"/> <p>OCCR Approval:</p> <p><input type="checkbox"/> Request approved by OCCR Date: _____</p> <p>_____ OCCR Signature</p> <p>Waiver Expiration Date _____</p> <p>Federal Grant Funds SLEB Waiver #F</p> <p><input type="checkbox"/> Request denied by OCCR</p> <p>Reason: _____</p>	<p>3. <input checked="" type="checkbox"/> Renew/Amend Contract</p> <p>A. Amended Contract End Date: <u>6/30/2022</u> XXXX 2023</p> <p>B. Increase Amount: \$ <u>60,000</u></p> <p>C. Total Amended Amount: \$ <u>243,740</u></p> <p>D. Procurement Contract #: <u>16566</u></p> <hr/> <p><small>DocuSigned by:</small> <i>Robert Woodley</i> _____ Date <u>5/2/2022</u> <small>06487D60DF1847B...</small></p> <p>Authorized Approver Signature _____ Date _____</p> <hr style="border-top: 1px dashed orange;"/> <p>OCCR Approval:</p> <p><input checked="" type="checkbox"/> Request approved by OCCR Date: <u>5/2/2022</u></p> <p><small>DocuSigned by:</small> <i>Lena Lee</i> _____ <small>07274B78D648405...</small></p> <p>OCCR Signature _____</p> <p>Waiver Expiration Date <u>06/30/2022</u> XXXX 2023 <i>L.L.</i></p> <p>Federal Grant Funds SLEB Waiver #F 1181-A3</p> <p><input type="checkbox"/> Request denied by OCCR</p> <p>Reason: _____</p>
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For OCCR use only (as applicable): See Waiver #F _____ for supporting documentation
Notes:

Additional Information/Instructions:

Please note the following:

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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](#).



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

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

ALAMEDA COUNTY BOARD OF SUPERVISORS MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 05/24/2022

Approved as Recommended Other

Unanimous Brown: Haubert: Miley: Valle: Carson: - 4

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-2022-29

Resolution: R-2022-203F

Documents to be signed by Agency/Purchasing Agent:

File No. 30842
Item No. 2

Copies sent to:

Kim Fogel, QIC 20203
Auditor-Controller, QIC 20111

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



Andrea Ford
Interim Agency Director

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

February 25, 2022

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

Dear Board Members:

SUBJECT: APPROVE AMENDMENT NO. 3 TO THE AREA PLAN STANDARD AGREEMENT (NO. AP-2122-09) FROM THE CALIFORNIA DEPARTMENT OF AGING (CDA) AND ASSOCIATED COMMUNITY-BASED ORGANIZATION CONTRACT AMENDMENTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

RECOMMENDATIONS:

- A. Approve Amendment No. 3 to the Fiscal Year 2021-22 Area Plan Standard Agreement (No. AP-2122-09) between the California Department of Aging and the County of Alameda, Area Agency on Aging to support additional services for Older Adults, extending the contract term for 27 months from 7/1/21 – 6/30/22 through 9/30/24, increasing the grant amount from \$9,317,430 to \$15,257,726 (\$5,940,296 increase);
- B. Approve amendments to 29 procurement contracts under the Community-Based Organizations (CBO) services agreements listed in Attachment A for the provision of additional nutrition services, supportive services, elder abuse prevention, ombudsman, preventive health and family caregiver support services for Older Adults with no change to the contract terms of 7/1/2021 – 6/30/2022, increasing the collective contracts amount from \$6,134,207 to \$6,347,983 (\$213,776 increase);
- C. Delegate authority to the Interim Agency Director, or designee, to execute the services agreement amendments under the CBO master contract process and submit executed amendments to the Clerk of the Board for filing; and
- D. Authorize the Auditor-Controller to make the related budget adjustments increasing County appropriation and revenue in the amount of \$5,940,296.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve and execute Amendment No. 3 to the Standard Agreement (AP-2122-09) between the California Department of Aging (CDA) and the County of Alameda, Area Agency on Aging (AAA) to deliver services for Older Adults. The AAA receives federal and State funding to plan, coordinate, and deliver nutrition, family caregiver, supportive services, disease prevention/health promotion, senior employment, senior injury prevention, health insurance counseling, and advocacy program services for approximately 75,000 Older Adults on an annual basis through the agreement amendment period. The AAA administers programs in compliance with the Older Americans Act and Older Californians Act.

The total AP-2122-09 Amendment No. 3 contract funding amount is \$5,940,296. This funding amount has been allocated to the AAA and is based on the federal Notice of Award amount from the Administration for Community Living (ACL) to fund ongoing as well as COVID-19 response activities specific to California's Older Americans Act Title III and Title VII programs. Specifically, the CDA contract amendment includes:

- One-Time-Only funding under Title III, Title VII and the Nutrition Services Incentive Program of the Older Americans Act in the amount of \$213,776 to provide additional funding for current Supportive Services, Ombudsman, Congregate Nutrition, Home-Delivered Meals, Disease Prevention, Family Caregiver Support, and Elder Abuse Prevention services through 6/30/2022.
- American Rescue Plan Act funding under Title III and Title VII of the Older Americans Act in the amount of \$5,726,520 for COVID-19 related Supportive Services, Congregate Nutrition, Home-Delivered Meals, Preventative Services, Family Caregiver, and Ombudsman services through 9/30/2024.

On June 15, 2021 (File No. 30656, Item No. 2), your Board approved the original Area Plan (AP) Fiscal Year 2021-22 grant agreement between CDA and AAA along with the resulting awards to 69 community-based organizations services contracts, and one Standard Services Agreement.

On August 3, 2021 (Item No. 28), your Board approved the 3.25% cost-of-living adjustment (COLA) for Measure A funded contracts in the amount of \$24,631 for 11 community-based organizations services contracts. The additional funds received were used to allocate additional funds to 22 existing CBO contracts and one Standard Services Agreement, all of which are Area Plan contracts.

On January 11, 2022 (File No. 30778, Item No. 3), your Board approved Amendment No. 1 to AP-2122-09 grant agreement between the California Department of Aging (CDA) and the County of Alameda, Area Agency on Aging (AAA), to further expand services to Older Adults by accepting and allocating additional funds to 22 existing CBO contracts and one Standard Services agreement.

On March 1, 2022 (File No. 30801, Item No. 3), your Board approved Amendment No. 2 to AP-2122-09 grant agreement between the California Department of Aging (CDA) and the County of Alameda, Area Agency on Aging (AAA), accepting \$714,004 in additional funds to support home-delivered meals, ombudsman services, and robotic pets companion program for Older Adults in Alameda County. The SSA will bring forth a Board letter in the future for services related to this one-time funding.

Delegation of signature authority is being requested to expedite execution of these contract amendments prior to the end of the fiscal year.

SELECTION CRITERIA/PROCESS:

The subcontractors receiving funds under this grant agreement were selected based on recommendations resulting from the 2018-2022 Requests for Proposal (RFP) for Nutrition, Family Caregiver, Supportive, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services for older adults completed by the County of Alameda Area Agency on Aging and the Advisory Commission on Aging. The Commission's award recommendations for the RFP were approved by your Board on June 5, 2018 (File No. 30145; Item No. 3).

Federal Grant Funds Small, Local and Emerging Business (SLEB) Waivers with an expiration date of June 30, 2022, have been approved by the Office of Contracts Compliance and Reporting (see Attachment A).

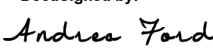
FINANCING:

This additional Federal and State funding of \$5,940,296 is provided by the California Department of Aging (CDA) and was not included in the Social Services Agency Fiscal Year 2021-22 Approved Budget. The attached Financial Recommendation will increase appropriation and revenues to reflect the increased Federal and State funding. Approval of these recommendations will result in no additional net County cost.

VISION 2026 GOAL:

This grant amendment will improve the health and well-being of Older Adults through improved nutrition, social/community engagement, and program accountability, assisting older adults to age in place in their communities and meet the 10X goal pathways of **Healthcare for All**, and **Eliminate Poverty and Hunger** in support of our shared visions of a **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**

Sincerely,

DocuSigned by:

CFBDBF387EBC493...

Andrea Ford
Interim Agency Director

Attachments:

- 1) Four originals of FY 2021-2022 California Department of Aging Standard Agreement, No. AP-2122-09 A3, documents for Board President signature
- 2) Financial Recommendation
- 3) Attachment A
- 4) Federal Funds SLEB Waivers

TITLE III/VII & Title V

320200

Period 07/01/21-06/30/22

CONTRACTOR	PC #	Master Contract	Location	Principal	Contract Amount	AP 2122 Amendment 1 Increase	AP 2122 Amendment 2 Increase	Amended Contract Amount	Fund Source	Original SLEB Waiver	Amended SLEB Waiver
Alzheimer's Disease and Related Disorder Family Caregiver Support Program	22327	901518	Lafayette	Elizabeth Edgerly	\$ 55,322	\$ 5,629		\$ 60,951	Title III E	1884-A	1884-A1
Alzheimer's Services of the East Bay Family Caregiver Support Program	22325	900150	Berkeley	Micheal Pope	\$ 30,802	\$ 3,134		\$ 33,936	Title III E	1884-B	1884-B1
City of Berkeley Congregate Meal Program	22251	900161	Berkeley	Dee Williams-Ridley	\$ 47,723		\$ 11,000	\$ 58,723	Title III C-1	1885-B	1885-B2
Family Caregiver Support Program	22326				\$ 41,195	\$ 4,188		\$ 45,383	Title III E	1884-C	1884-C1
City of Fremont Case Management	22298	900111	Fremont	Brian Stott	\$ 68,039	\$ 6,049		\$ 74,088	Title III B	1888-A	1888-A1
Family Caregiver Support Program	22328				\$ 100,494	\$ 10,215		\$ 110,709	Title III E	1884-D	1884-D1
Crisis Support Services Visiting	22301	900123	Oakland	Narges Dillon	\$ 18,622	\$ 3,465		\$ 22,087	Title III B	1895-A	1895-A1
Day Break Adult Care Center Family Caregiver Support Program	22329	900043	Oakland	Ofra Paz	\$ 198,610	\$ 20,210		\$ 218,820	Title III E	1884-E	1884-E1
Family Bridges Visiting	22304	900174	Oakland	Corinne Jan	\$ 29,767	\$ 5,540		\$ 35,307	Title III B	1895-B	1895-B1
Family Caregiver Alliance Family Caregiver Support Program	22330	900175	San Francisco	Kathleen Kelly	\$ 136,104	\$ 11,801		\$ 147,905	Title III E	1884-F	1884-F1
J-Sei, Inc. Case Management	22305	900184	Emeryville	Diane Wong	\$ 45,359	\$ 4,032		\$ 49,391	Title III B	1888-B	1888-B1
Family Caregiver Support Program	22332				\$ 16,972	\$ 1,725		\$ 18,697	Title III E	1884-H	1884-H1
Visiting	22307				\$ 10,886	\$ 2,026		\$ 12,912	Title III B	1895-C	1895-C1
Korean Community Center of the East Bay Case Management	22309	900187	Oakland	June Lee	\$ 101,604	\$ 9,032		\$ 110,636	Title III B	1888-C	1888-C1
Health Promotion	22243				\$ 44,428	\$ 2,942		\$ 47,370	Title III D	1890-A	1890-A1
Legal Assistance for Seniors, Ince. Elder Abuse	22312	900189	Oakland	James Treggiari	\$ 23,379	\$ 1,980		\$ 25,359	Title VII	1889	1889-A
Life Eldercare, Inc. Case Management	22313	900190	Fremont	Patricia Osage	\$ 68,039	\$ 6,049		\$ 74,088	Title III B	1888-D	1888-D1
Visiting	22314				\$ 51,028	\$ 9,496		\$ 60,524	Title III B	1895-D	1895-D1
Ombudsman Service of Contra Costa, Inc. LTC Ombudsman	22318	901855	Pleasant Hill	Nicole Howell	\$ 723,293		\$ 13,998	\$ 737,291	Title III B/VII a	1893	1893-A
Open Heart Kitchen Nutrition C-1	22259	900197	Livermore	Heather Greaux	\$ 310,211		\$ 19,403	\$ 329,614	Title III C-1	1885-C	1885-C2
Senior Support Program of the Tri-Valley Case Management	22316	900045	Pleasanton	Mercel Amin	\$ 68,039	\$ 6,049		\$ 74,088	Title III B	1888-E	1888-E1
Family Caregiver Support Program	22334				\$ 60,296	\$ 6,129		\$ 66,425	Title III E	1884-J	1884-J1
Health Promotion	22245				\$ 10,948	\$ 3,000		\$ 13,948	Title III D	1890-B	1890-B1
Visiting	22315				\$ 44,201	\$ 8,226		\$ 52,427	Title III B	1895-E	1895-E1
Spectrum Community Services Health Promotion	22247	900211	Hayward	Lara Calvert-York	\$ 62,308	\$ 6,686		\$ 68,994	Title III D	1890-C	1890-C1
Nutrition C-1	22260				\$ 722,858		\$ 19,403	\$ 742,261	Title III C-1	1885-D	1885-D2
St. Mary's Center Case Management	22320	900101	Oakland	Sharon Cornu	\$ 45,359	\$ 4,032		\$ 49,391	Title III B	1888-F	1888-F1
Visiting	22321				\$ 34,869	\$ 6,489		\$ 41,358	Title III B	1895-F	1895-F1
S O S Meals on Wheels Nutrition C-2 North	22269	900204	San Leandro	Charlie Deterline	\$ 2,963,452		\$ 1,848	\$ 2,965,300	Title III C-2	1886-D	1886-D2
TOTAL					\$6,134,207	\$148,124	\$65,652	\$6,347,983			

ALOLINK Master Contract #: 900211	Board of Supervisor Approval Date: 5/24/2022
Supplier ID #: 27541	Agenda File/Item No.: 30842 / 2

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

**CBO MASTER CONTRACT RENEWAL/AMENDMENT
FOR FISCAL YEAR (FY) 2022**

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 2022, Program Description and Performance Requirements:

**OLDER AMERICAN’S ACT FUNDED HEALTH PROMOTION PROGRAM
SERVICES FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022**

Exhibit A FY 2022 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 2022, Terms and Conditions for Payment:

Exhibit B, FY 2022, 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. Revised Exhibit B-1 Program Budget. Amount payable under this amendment shall not exceed \$68,994.

4. Exhibit C Insurance Requirements.

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


COUNTY OF ALAMEDA

By: _____
Andrea Ford

Title: Interim Social Services Agency Director

Date: _____

CONTRACTOR

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

Title: Executive Director

Date: 7/14/2022

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

Dept Name: SSA - Adult & Aging Services Vendor ID #: 27541 Board PO #: 18286

Bus Unit: SOCSA Master Contract #: 900211 Procurement Contract #: 22247 Budget Year: 2022

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	320200	34000			\$ 6,686	\$ 60,522
610341	10000	320200	34700				\$ 8,472

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: 1890-C1 Contract Maximum: \$68,994

Procurement Contract Begin Date: July 1, 2021 Expire Date: June 30, 2022 Period of Funding From: July 1, 2021 To: June 30, 2022

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: Spectrum Community Services

Project Name: Evidence-Based Health Promotion (III-D)

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: Evidence-Based Health Promotion (III-D) 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	\$62,308	\$ 68,994			
Amount of Encumbrance	\$ 62,308	\$ 6,686			
File Date	6/15/2021	5/24/2022			
File / Item #	30656 / 2	30842 / 2			
Reason	Board Action	Board Action			
Funding Source Allocation:	Federal - CFDA #: <u>93.043</u>	State	County		
	\$ 60,522		\$ 8,472		

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.

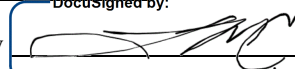
DEPARTMENT

By _____
Signature

Andrea Ford
Print or Type Name

Title Interim SSA Director Date _____

CONTRACTOR

By  _____
DocuSigned by: _____
A129288DCE4244B... Signature

Lara Calvert-York
Print or Type Name

Title Executive Director Date 7/14/2022

By _____
Signature

Print or Type Name

Title _____ Date _____

Reference Master Contract No.: 900211
Procurement No.: 22247
PO No.: 18286

CBO MASTER CONTRACT AMENDMENT No. 1

Reference is made to that Contract made and entered into on August 17, 2021, by and between Spectrum Community Services, herein called and referred to as "Contractor" and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter called and referred to as "County".

Said contract for Evidence-Based Health Promotion services is hereby amended in the following manner:

1. The contract amount is increased by \$6,686 from \$62,308 to \$68,994 for the period of 7/1/2021-6/30/2022.
2. Revisions to Exhibit A Section II.D.
3. Revised Exhibit B-1.

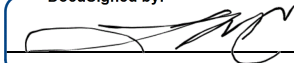
Except as herein amended, said Contract is continued in full force and effect.

The Contract Amendment is effective as of the day it is executed by the County.

COUNTY OF ALAMEDA
Social Services Agency
1111 Jackson Street, 1st Floor
Oakland, CA 94607

CONTRACTOR
Spectrum Community Services
2621 Barrington Court
Hayward, CA 94545

By: _____
Andrea ford

DocuSigned by:
By: 
A129288DDE4244BC
Lara Calvert-York

Title: Interim Social Services Agency Director

Title: Executive Director

Date: _____

Date: 7/14/2022

Revisions to EXHIBIT A

PROGRAM PERFORMANCE STANDARD

II. PROGRAM PERFORMANCE STANDARDS

D. MIS UNITS OF SERVICE

4. **One-Time-Only (OTO) Objective:** An OTO allocation of \$6,686 shall be used to fund program expenditures during the period July 1, 2021 through June 30, 2022.

Revised EXHIBIT B-1

ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET

Contractor: Spectrum Community Services, Inc.

Contract Term: 07/01/21 - 06/30/22

MIS PROGRAM: Health Promotion (III-D) Program

SECTION 1 SALARIES AND EMPLOYEE BENEFITS							
PAID STAFF (FTE = __ hrs/wk) List # pos., %FTE, wages	FTE	Rate	% Time	TOTAL PROJECT BUDGET (1)	AAA FUNDED PROJECT BUDGET (2)	OTHER	
						CASH	IN-KIND
	0	0	0	0	0	0	0
Executive Director	100%	122,400	12.00%	14,688	3,718	10,970	0
Deputy Executive Director	100%	95,880	15.00%	14,382	3,640	10,742	0
Chief Financial Officer	100%	101,528	8.00%	8,122	2,056	6,067	0
Asst Controller	100%	75,748	2.00%	1,515	383	1,132	0
Admin Asst	100%	50,232	3.00%	1,507	381	1,126	0
Development Director	100%	83,436	25.00%	20,859	5,279	15,580	0
Accounting Clerk	50%	18,491	5.00%	925	234	691	0
Data Technician	25%	11,468	25.00%	2,867	726	2,141	0
Program Manager I	100%	60,320	100.00%	60,320	15,267	45,053	0
Instructor	100%	45,885	100.00%	45,885	11,613	34,272	0
Instructor	75%	25,564	100.00%	25,564	6,470	19,094	0
Instructor	25%	11,211	100.00%	11,211	2,838	8,373	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	207,845	52,605	155,239	0
TAXES AND BENEFITS							
FICA/MEDFICA	7.65%	0	0	15,900	4,024	11,876	0
SUI	2.01%	0	0	4,237	1,072	3,165	0
Workers' Comp.	0	0	0	4,412	1,117	3,295	0
Retirement	0	0	0	4,750	1,202	3,548	0
Health Insurance	0	0	0	12,931	3,273	9,658	0
Vision	0	0	0	985	249	736	0
	0	0	0	0	0	0	0
	0	0	0	0	0	0	0
Subtotal:	0	0	0	43,215	10,938	32,277	0
IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)							
2 Volunteer Instructor, 5.6%, 14/hr	5.6%	14	5.6%	2,900	0	0	2,900
2 Volunteer Instructor, 5.6%, 15/hr	5.6%	15	5.6%	3,200	0	0	3,200
	0	0	0	0	0	0	0
	0	0	0	6,100	0	0	6,100
TOTAL SALARY/BENEFIT BUDGET (Sections 1-3)	0	0	0	257,160	63,543	187,517	6,100

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TRAVEL AND TRAINING	TOTAL PROJECT BUDGET	AAA FUNDED PROJECT BUDGET	OTHER	
			CASH	IN-KIND
Staff Travel: 5,175_Miles x \$.58 Rate	3,000	759	2,241	0
Conferences/Conventions	100	25	75	0
Staff Training	500	127	373	0
Vol.Travel: _____ Miles x Rate _____	0	0	0	0
Subtotal:	3,600	911	2,689	0
OCCUPANCY				
Rent or Mortgage	2,500	633	1,867	0
Telephone	1,800	456	1,344	0
Utilities	375	95	280	0
Janitorial/Maintenance	250	63	187	0
Miscellaneous Occupancy Cost	100	25	75	0
General Liability Ins.	1,500	380	1,120	0
Subtotal:	6,525	1,651	4,874	0
OTHER BUDGET COSTS				
Supplies/Postage	850	215	635	0
Minor Equip. (Each Item Under \$5,000)	1,500	380	1,120	0
Printing/Subscription	0	-	-	0
Equipment Rental & Maintenance	50	13	37	0
Outside Services/Audit Costs	2,850	721	2,129	0
Advertising, Repr & Dues	475	120	355	0
Licenses	5,050	1,278	3,772	0
Miscellaneous Expenses	375	110	265	0
Other:	0	0	0	0
Outreach	200	51	149	0
	0	0	0	0
Subtotal:	11,350	2,888	8,462	0
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	21,475	5,451	16,024	0
SECTION 3 CAPITAL EQUIPMENT				
Capital Equipment <i>List Items Costing \$5,000+ (Include Funding Source)</i>	TOTAL PROJECT BUDGET	AAA FUNDED PROJECT BUDGET	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)	278,635	68,994	203,541	6,100

SECTION 4 REVENUES					
REVENUE SOURCES:	Total Project Funds	AAA Project Funding	Other		Committed Funds
			CASH	IN-KIND	
Non-Match:	0	0	0	0	0
County of Alameda Board of Supervisors	30,000	0	30,000	0	30,000
City of San Leandro	7,000	0	7,000	0	7,000
	0	0	0	0	0
AAA - SIPP	106,750	0	106,750	0	106,750
Community Support	59,791	0	59,791	0	59,791
	0	0	0	0	0
	0	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:	203,541	0	203,541	0	203,541
Match:	0	0	0	0	0
Volunteer Hours	6,100	0	0	6,100	6,100
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	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:	6,100	0	0	6,100	6,100
Title III Client Donations (if applicable):	0	0	0	0	0
Title III Funds (OTO=\$6,686)	60,522	60,522	0	0	60,522
County General Funds:	8,472	8,472	0	0	8,472
MEASURE A Funds:	0	0	0	0	0
TOTAL FUNDS:	278,635	68,994	203,541	6,100	278,635

SECTION 5 DEDUCTIVE FORMULA (Title III Funded Programs Only)

	TOTAL
1.) TOTAL PROJECT BUDGET:	278,635
2.) {LESS} COUNTY GENERAL FUNDS:	8,472
3.) {LESS} MEASURE A FUNDS:	0
4.) {LESS} OTHER NON-MATCH FUNDS:	203,541
5.) {EQUALS} TITLE III BUDGET COSTS TO BE MATCHED:	66,622
6.) {LESS} TITLE III MATCH FUNDS: [minimum of 10% OF LINE 5]	6,100
7.) {LESS} TITLE III CLIENT DONATIONS:	0
8.) {EQUALS} EARNED TITLE III FUNDS:	60,522
9.) TOTAL CONTRACT FUNDING (LINE 2 + LINE 3 + LINE 8)	68,994

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, 1111 Jackson St., 1st floor, Oakland, CA 94607 	

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 members thereof, 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 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.

ALAMEDA COUNTY BOARD OF SUPERVISORS MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 05/24/2022

Approved as Recommended Other

Unanimous Brown: Haubert: Miley: Valle: Carson: - 4

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-2022-29

Resolution: R-2022-203F

Documents to be signed by Agency/Purchasing Agent:

File No. 30842
Item No. 2

Copies sent to:

Kim Fogel, QIC 20203
Auditor-Controller, QIC 20111

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



Andrea Ford
Interim Agency Director

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

February 25, 2022

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

Dear Board Members:

SUBJECT: APPROVE AMENDMENT NO. 3 TO THE AREA PLAN STANDARD AGREEMENT (NO. AP-2122-09) FROM THE CALIFORNIA DEPARTMENT OF AGING (CDA) AND ASSOCIATED COMMUNITY-BASED ORGANIZATION CONTRACT AMENDMENTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

RECOMMENDATIONS:

- A. Approve Amendment No. 3 to the Fiscal Year 2021-22 Area Plan Standard Agreement (No. AP-2122-09) between the California Department of Aging and the County of Alameda, Area Agency on Aging to support additional services for Older Adults, extending the contract term for 27 months from 7/1/21 – 6/30/22 through 9/30/24, increasing the grant amount from \$9,317,430 to \$15,257,726 (\$5,940,296 increase);
- B. Approve amendments to 29 procurement contracts under the Community-Based Organizations (CBO) services agreements listed in Attachment A for the provision of additional nutrition services, supportive services, elder abuse prevention, ombudsman, preventive health and family caregiver support services for Older Adults with no change to the contract terms of 7/1/2021 – 6/30/2022, increasing the collective contracts amount from \$6,134,207 to \$6,347,983 (\$213,776 increase);
- C. Delegate authority to the Interim Agency Director, or designee, to execute the services agreement amendments under the CBO master contract process and submit executed amendments to the Clerk of the Board for filing; and
- D. Authorize the Auditor-Controller to make the related budget adjustments increasing County appropriation and revenue in the amount of \$5,940,296.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve and execute Amendment No. 3 to the Standard Agreement (AP-2122-09) between the California Department of Aging (CDA) and the County of Alameda, Area Agency on Aging (AAA) to deliver services for Older Adults. The AAA receives federal and State funding to plan, coordinate, and deliver nutrition, family caregiver, supportive services, disease prevention/health promotion, senior employment, senior injury prevention, health insurance counseling, and advocacy program services for approximately 75,000 Older Adults on an annual basis through the agreement amendment period. The AAA administers programs in compliance with the Older Americans Act and Older Californians Act.

The total AP-2122-09 Amendment No. 3 contract funding amount is \$5,940,296. This funding amount has been allocated to the AAA and is based on the federal Notice of Award amount from the Administration for Community Living (ACL) to fund ongoing as well as COVID-19 response activities specific to California's Older Americans Act Title III and Title VII programs. Specifically, the CDA contract amendment includes:

- One-Time-Only funding under Title III, Title VII and the Nutrition Services Incentive Program of the Older Americans Act in the amount of \$213,776 to provide additional funding for current Supportive Services, Ombudsman, Congregate Nutrition, Home-Delivered Meals, Disease Prevention, Family Caregiver Support, and Elder Abuse Prevention services through 6/30/2022.
- American Rescue Plan Act funding under Title III and Title VII of the Older Americans Act in the amount of \$5,726,520 for COVID-19 related Supportive Services, Congregate Nutrition, Home-Delivered Meals, Preventative Services, Family Caregiver, and Ombudsman services through 9/30/2024.

On June 15, 2021 (File No. 30656, Item No. 2), your Board approved the original Area Plan (AP) Fiscal Year 2021-22 grant agreement between CDA and AAA along with the resulting awards to 69 community-based organizations services contracts, and one Standard Services Agreement.

On August 3, 2021 (Item No. 28), your Board approved the 3.25% cost-of-living adjustment (COLA) for Measure A funded contracts in the amount of \$24,631 for 11 community-based organizations services contracts. The additional funds received were used to allocate additional funds to 22 existing CBO contracts and one Standard Services Agreement, all of which are Area Plan contracts.

On January 11, 2022 (File No. 30778, Item No. 3), your Board approved Amendment No. 1 to AP-2122-09 grant agreement between the California Department of Aging (CDA) and the County of Alameda, Area Agency on Aging (AAA), to further expand services to Older Adults by accepting and allocating additional funds to 22 existing CBO contracts and one Standard Services agreement.

On March 1, 2022 (File No. 30801, Item No. 3), your Board approved Amendment No. 2 to AP-2122-09 grant agreement between the California Department of Aging (CDA) and the County of Alameda, Area Agency on Aging (AAA), accepting \$714,004 in additional funds to support home-delivered meals, ombudsman services, and robotic pets companion program for Older Adults in Alameda County. The SSA will bring forth a Board letter in the future for services related to this one-time funding.

Delegation of signature authority is being requested to expedite execution of these contract amendments prior to the end of the fiscal year.

SELECTION CRITERIA/PROCESS:

The subcontractors receiving funds under this grant agreement were selected based on recommendations resulting from the 2018-2022 Requests for Proposal (RFP) for Nutrition, Family Caregiver, Supportive, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services for older adults completed by the County of Alameda Area Agency on Aging and the Advisory Commission on Aging. The Commission's award recommendations for the RFP were approved by your Board on June 5, 2018 (File No. 30145; Item No. 3).

Federal Grant Funds Small, Local and Emerging Business (SLEB) Waivers with an expiration date of June 30, 2022, have been approved by the Office of Contracts Compliance and Reporting (see Attachment A).

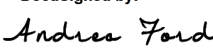
FINANCING:

This additional Federal and State funding of \$5,940,296 is provided by the California Department of Aging (CDA) and was not included in the Social Services Agency Fiscal Year 2021-22 Approved Budget. The attached Financial Recommendation will increase appropriation and revenues to reflect the increased Federal and State funding. Approval of these recommendations will result in no additional net County cost.

VISION 2026 GOAL:

This grant amendment will improve the health and well-being of Older Adults through improved nutrition, social/community engagement, and program accountability, assisting older adults to age in place in their communities and meet the 10X goal pathways of **Healthcare for All**, and **Eliminate Poverty and Hunger** in support of our shared visions of a **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**

Sincerely,

DocuSigned by:

CFBDBF387EBC493...

Andrea Ford
Interim Agency Director

Attachments:

- 1) Four originals of FY 2021-2022 California Department of Aging Standard Agreement, No. AP-2122-09 A3, documents for Board President signature
- 2) Financial Recommendation
- 3) Attachment A
- 4) Federal Funds SLEB Waivers

TITLE III/VII & Title V

320200

Period 07/01/21-06/30/22

CONTRACTOR	PC #	Master Contract	Location	Principal	Contract Amount	AP 2122 Amendment 1 Increase	AP 2122 Amendment 2 Increase	Amended Contract Amount	Fund Source	Original SLEB Waiver	Amended SLEB Waiver
Alzheimer's Disease and Related Disorder Family Caregiver Support Program	22327	901518	Lafayette	Elizabeth Edgerly	\$ 55,322	\$ 5,629		\$ 60,951	Title III E	1884-A	1884-A1
Alzheimer's Services of the East Bay Family Caregiver Support Program	22325	900150	Berkeley	Micheal Pope	\$ 30,802	\$ 3,134		\$ 33,936	Title III E	1884-B	1884-B1
City of Berkeley Congregate Meal Program	22251	900161	Berkeley	Dee Williams-Ridley	\$ 47,723		\$ 11,000	\$ 58,723	Title IIIC-1	1885-B	1885-B2
Family Caregiver Support Program	22326				\$ 41,195	\$ 4,188		\$ 45,383	Title III E	1884-C	1884-C1
City of Fremont Case Management	22298	900111	Fremont	Brian Stott	\$ 68,039	\$ 6,049		\$ 74,088	Title IIIB	1888-A	1888-A1
Family Caregiver Support Program	22328				\$ 100,494	\$ 10,215		\$ 110,709	Title III E	1884-D	1884-D1
Crisis Support Services Visiting	22301	900123	Oakland	Narges Dillon	\$ 18,622	\$ 3,465		\$ 22,087	Title IIIB	1895-A	1895-A1
Day Break Adult Care Center Family Caregiver Support Program	22329	900043	Oakland	Ofra Paz	\$ 198,610	\$ 20,210		\$ 218,820	Title III E	1884-E	1884-E1
Family Bridges Visiting	22304	900174	Oakland	Corinne Jan	\$ 29,767	\$ 5,540		\$ 35,307	Title IIIB	1895-B	1895-B1
Family Caregiver Alliance Family Caregiver Support Program	22330	900175	San Francisco	Kathleen Kelly	\$ 136,104	\$ 11,801		\$ 147,905	Title III E	1884-F	1884-F1
J-Sei, Inc. Case Management	22305	900184	Emeryville	Diane Wong	\$ 45,359	\$ 4,032		\$ 49,391	Title IIIB	1888-B	1888-B1
Family Caregiver Support Program	22332				\$ 16,972	\$ 1,725		\$ 18,697	Title III E	1884-H	1884-H1
Visiting	22307				\$ 10,886	\$ 2,026		\$ 12,912	Title IIIB	1895-C	1895-C1
Korean Community Center of the East Bay Case Management	22309	900187	Oakland	June Lee	\$ 101,604	\$ 9,032		\$ 110,636	Title IIIB	1888-C	1888-C1
Health Promotion	22243				\$ 44,428	\$ 2,942		\$ 47,370	Title IIID	1890-A	1890-A1
Legal Assistance for Seniors, Ince. Elder Abuse	22312	900189	Oakland	James Treggiari	\$ 23,379	\$ 1,980		\$ 25,359	Title VII	1889	1889-A
Life Eldercare, Inc. Case Management	22313	900190	Fremont	Patricia Osage	\$ 68,039	\$ 6,049		\$ 74,088	Title IIIB	1888-D	1888-D1
Visiting	22314				\$ 51,028	\$ 9,496		\$ 60,524	Title IIIB	1895-D	1895-D1
Ombudsman Service of Contra Costa, Inc. LTC Ombudsman	22318	901855	Pleasant Hill	Nicole Howell	\$ 723,293		\$ 13,998	\$ 737,291	Title IIIB/VIIa	1893	1893-A
Open Heart Kitchen Nutrition C-1	22259	900197	Livermore	Heather Greaux	\$ 310,211		\$ 19,403	\$ 329,614	Title IIIC-1	1885-C	1885-C2
Senior Support Program of the Tri-Valley Case Management	22316	900045	Pleasanton	Mercel Amin	\$ 68,039	\$ 6,049		\$ 74,088	Title IIIB	1888-E	1888-E1
Family Caregiver Support Program	22334				\$ 60,296	\$ 6,129		\$ 66,425	Title III E	1884-J	1884-J1
Health Promotion	22245				\$ 10,948	\$ 3,000		\$ 13,948	Title IIID	1890-B	1890-B1
Visiting	22315				\$ 44,201	\$ 8,226		\$ 52,427	Title IIIB	1895-E	1895-E1
Spectrum Community Services Health Promotion	22247	900211	Hayward	Lara Calvert-York	\$ 62,308	\$ 6,686		\$ 68,994	Title IIID	1890-C	1890-C1
Nutrition C-1	22260				\$ 722,858		\$ 19,403	\$ 742,261	Title IIIC-1	1885-D	1885-D2
St. Mary's Center Case Management	22320	900101	Oakland	Sharon Cornu	\$ 45,359	\$ 4,032		\$ 49,391	Title IIIB	1888-F	1888-F1
Visiting	22321				\$ 34,869	\$ 6,489		\$ 41,358	Title IIIB	1895-F	1895-F1
S O S Meals on Wheels Nutrition C-2 North	22269	900204	San Leandro	Charlie Deterline	\$ 2,963,452		\$ 1,848	\$ 2,965,300	Title IIIC-2	1886-D	1886-D2
TOTAL					\$6,134,207	\$148,124	\$65,652	\$6,347,983			

ALOLINK Master Contract #: 900184	Board of Supervisor Approval Date: 5/25/2022
Supplier ID #: 28381	Agenda File/Item No.: 30842 / 2

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

**CBO MASTER CONTRACT RENEWAL/AMENDMENT
FOR FISCAL YEAR (FY) 2022**

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 2022, Program Description and Performance Requirements:

**OLDER AMERICAN’S ACT FUNDED FAMILY CAREGIVER SUPPORT PROGRAM
FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022**

Exhibit A FY 2022 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 2022, Terms and Conditions for Payment:

Exhibit B, FY 2022, 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. Revised Exhibit B-1 Program Budget. Amount payable under this amendment shall not exceed \$18,697.

4. Exhibit C Insurance Requirements.

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

COUNTY OF ALAMEDA

By: _____
 Andrea Ford

Title: Interim Social Services Agency Director

Date: _____

CONTRACTOR

DocuSigned by:
By: *Diane Wong*
 9CE71B791D264C8...
 Diane Wong

Title: Executive Director

Date: 7/15/2022

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

Dept Name: SSA - Adult & Aging Services Vendor ID #: 28381 Board PO #: 18337

Bus Unit: SOCSA Master Contract #: 900184 Procurement Contract #: 22332 Budget Year: 2022

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	320200	33950			\$ 1,725	\$ 17,013
610341	10000	320200	34700				\$ 1,684

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: 1884-H1 Contract Maximum: \$18,697

Procurement Contract Begin Date: July 1, 2021 Expire Date: June 30, 2022 Period of Funding From: July 1, 2021 To: June 30, 2022

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

Contract Liaison: Muang Saechao 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	\$16,972	\$ 18,697			
Amount of Encumbrance	\$ 16,972	\$ 1,725			
File Date	6/15/2021	5/24/2022			
File / Item #	30656 / 2	30842 / 2			
Reason	Board Action	Board Action	Board Action	Board Action	Board Action
Funding Source Allocation:	Federal - CFDA #: <u>93.052</u>	State	County		
	\$17,013		\$ 1,684		

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

Andrea Ford

Print or Type Name

Title Interim SSA Director Date _____

CONTRACTOR

DocuSigned by:

By Diane Wong _____

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Signature

Diane Wong

Print or Type Name

Title Executive Director Date 7/15/2022

By _____

Signature

Print or Type Name

Title _____ Date _____

Reference Master Contract No.: 900184
Procurement No.: 22332
PO No.: 18337

CBO MASTER CONTRACT AMENDMENT No. 1

Reference is made to that Contract made and entered into on August 19, 2021, by and between J-Sei Inc., herein called and referred to as "Contractor" and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter called and referred to as "County".

Said contract for Family Caregiver Support Program services is hereby amended in the following manner:

1. The contract amount is increased by \$1,725 from \$16,972 to \$18,697 for the period of 7/1/2021 through 6/30/2022.
2. Revisions to Exhibit A Section II.D.
3. Revised Exhibit B-1.
4. Exhibit C Insurance Requirements.

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

The Contract Amendment is effective as of the day it is executed by the County.

COUNTY OF ALAMEDA
Social Services Agency
1111 Jackson Street, 1st Floor
Oakland, CA 94607

CONTRACTOR
J-Sei Inc.
1285 66th Street
Emeryville, CA 94608

By: _____
Andrea Ford

DocuSigned by:
By: Diane Wong
9CE71B791D264C3
Diane Wong

Title: Interim Social Services Agency Director

Title: Executive Director

Date: _____

Date: 7/15/2022

Revisions to EXHIBIT A

PROGRAM PERFORMANCE STANDARD

II. PROGRAM PERFORMANCE STANDARD

D. MIS Units of Service

10. **One-Time-Only (OTO):** One-Time-Only allocation of \$1,725 shall be used to fund program expenditures during the period of July 1, 2021 through June 30, 2022.

Revised EXHIBIT B-1

ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET

Contractor: J-Sei, Inc.

Contract Term: 07/01/2021 - 06/30/2022

MIS Program: Family Caregiver Support Program

SECTION 1 SALARIES AND EMPLOYEE BENEFITS				
1.1 PAID STAFF (FTE = __ hrs/wk)	TOTAL PROJECT BUDGET (1)	AAA FUNDED PROJECT BUDGET (2)	OTHER	
List # pos., %FTE, wages			CASH (3)	IN-KIND (4)
Education Coord. - 33% of \$47,500	16,297	16,297	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
	0	0	0	0
Subtotal	19,397	18,697	700	0
1.2 TAXES AND BENEFITS				
FICA	1,637	0	1,637	0
SUI	214	0	214	0
SDI	63	0	63	0
Health Insurance	0	0	0	0
Workers' Comp.	599	0	599	0
Retirement	0	0	0	0
Life Insurance	0	0	0	0
	0	0	0	0
Subtotal	2,513	0	2,513	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
	0	0	0	0
Subtotal	2,080	0	0	2,080
TOTAL SALARY/BENEFIT BUDGET (Sections 1.1, 1.2, 1.3)	23,990	18,697	3,213	2,080

::

SECTION 2 SERVICES AND SUPPLIES				
2.1 TRAVEL AND TRAINING	TOTAL PROJECT BUDGET (1)	AAA FUNDED PROJECT BUDGET (2)	OTHER	
			CASH (3)	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	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	279	0	279	0
Minor Equip. (Each Item Under \$5,000)	0	0	0	0
Printing/Copying	361	0	361	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	640	0	640	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	640	0	640	0
SECTION 3 CAPITAL EQUIPMENT				
Capital Equipment <i>List Items Costing \$5,000+ (Include Funding Source)</i>	TOTAL PROJECT BUDGET (1)	AAA FUNDED PROJECT BUDGET (2)	OTHER	
			CASH (3)	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)				
	24,630	18,697	3,853	2,080

SECTION 4 REVENUES

REVENUE SOURCES	Total Project Funds	AAA Project Funding	Other		Committed Funds
			CASH	IN-KIND	
Non-Match:	0	0	0	0	0
City of Berkeley	378	0	378	0	0
Volunteers	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
Subtotal	2,458	0	378	2,080	0
Match:	0	0	0	0	0
Fund Raising	3,275	0	3,275	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	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	3,275	0	3,275	0	0
Title III Client Donations (if applicable)	200	0	200	0	200
Title III Funds (OTO = \$1,725)	17,013	17,013	0	0	17,013
County General Funds (if applicable):	1,684	1,684	0	0	1,684
Measure A funds	0	0	0	0	0
TOTAL FUNDS	24,630	18,697	3,853	2,080	18,897

SECTION 5 DEDUCTIVE FORMULA (Title III Funded Programs Only)

	TOTAL
1.) TOTAL PROJECT BUDGET	24,630
2.) {LESS} COUNTY GENERAL FUNDS	1,684
3.) {LESS} OTHER NON-MATCH FUNDS	2,458
4.) {EQUALS} TITLE III BUDGET COSTS TO BE MATCHED	20,488
5.) {LESS} TITLE III MATCH FUNDS [minimum of 10% OF LINE 4]	3,275
6.) {LESS} TITLE III CLIENT DONATIONS	200
7.) {EQUALS} EARNED TITLE III FUNDS	17,013
8.) TOTAL CONTRACT FUNDING (LINE 2+7)	18,697

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 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 when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D Endorsements and Conditions: <ol style="list-style-type: none"> 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: <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. 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 Contractor'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)

5/2/2022

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		202229671NPO	5/9/2022	5/9/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			202229671UMB	5/9/2022	5/9/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SAT120010401	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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 
--	--

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 members
and All County officers, agents employees, volunteers 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 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.

ALAMEDA COUNTY BOARD OF SUPERVISORS MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 05/24/2022

Approved as Recommended Other

Unanimous Brown: Haubert: Miley: Valle: Carson: - 4

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-2022-29

Resolution: R-2022-203F

Documents to be signed by Agency/Purchasing Agent:

File No. 30842
Item No. 2

Copies sent to:

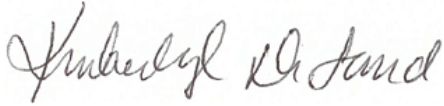
Kim Fogel, QIC 20203
Auditor-Controller, QIC 20111

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



Andrea Ford
Interim Agency Director

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

February 25, 2022

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

Dear Board Members:

SUBJECT: APPROVE AMENDMENT NO. 3 TO THE AREA PLAN STANDARD AGREEMENT (NO. AP-2122-09) FROM THE CALIFORNIA DEPARTMENT OF AGING (CDA) AND ASSOCIATED COMMUNITY-BASED ORGANIZATION CONTRACT AMENDMENTS FOR SERVICES ADMINISTERED BY THE AREA AGENCY ON AGING

RECOMMENDATIONS:

- A. Approve Amendment No. 3 to the Fiscal Year 2021-22 Area Plan Standard Agreement (No. AP-2122-09) between the California Department of Aging and the County of Alameda, Area Agency on Aging to support additional services for Older Adults, extending the contract term for 27 months from 7/1/21 – 6/30/22 through 9/30/24, increasing the grant amount from \$9,317,430 to \$15,257,726 (\$5,940,296 increase);
- B. Approve amendments to 29 procurement contracts under the Community-Based Organizations (CBO) services agreements listed in Attachment A for the provision of additional nutrition services, supportive services, elder abuse prevention, ombudsman, preventive health and family caregiver support services for Older Adults with no change to the contract terms of 7/1/2021 – 6/30/2022, increasing the collective contracts amount from \$6,134,207 to \$6,347,983 (\$213,776 increase);
- C. Delegate authority to the Interim Agency Director, or designee, to execute the services agreement amendments under the CBO master contract process and submit executed amendments to the Clerk of the Board for filing; and
- D. Authorize the Auditor-Controller to make the related budget adjustments increasing County appropriation and revenue in the amount of \$5,940,296.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve and execute Amendment No. 3 to the Standard Agreement (AP-2122-09) between the California Department of Aging (CDA) and the County of Alameda, Area Agency on Aging (AAA) to deliver services for Older Adults. The AAA receives federal and State funding to plan, coordinate, and deliver nutrition, family caregiver, supportive services, disease prevention/health promotion, senior employment, senior injury prevention, health insurance counseling, and advocacy program services for approximately 75,000 Older Adults on an annual basis through the agreement amendment period. The AAA administers programs in compliance with the Older Americans Act and Older Californians Act.

The total AP-2122-09 Amendment No. 3 contract funding amount is \$5,940,296. This funding amount has been allocated to the AAA and is based on the federal Notice of Award amount from the Administration for Community Living (ACL) to fund ongoing as well as COVID-19 response activities specific to California's Older Americans Act Title III and Title VII programs. Specifically, the CDA contract amendment includes:

- One-Time-Only funding under Title III, Title VII and the Nutrition Services Incentive Program of the Older Americans Act in the amount of \$213,776 to provide additional funding for current Supportive Services, Ombudsman, Congregate Nutrition, Home-Delivered Meals, Disease Prevention, Family Caregiver Support, and Elder Abuse Prevention services through 6/30/2022.
- American Rescue Plan Act funding under Title III and Title VII of the Older Americans Act in the amount of \$5,726,520 for COVID-19 related Supportive Services, Congregate Nutrition, Home-Delivered Meals, Preventative Services, Family Caregiver, and Ombudsman services through 9/30/2024.

On June 15, 2021 (File No. 30656, Item No. 2), your Board approved the original Area Plan (AP) Fiscal Year 2021-22 grant agreement between CDA and AAA along with the resulting awards to 69 community-based organizations services contracts, and one Standard Services Agreement.

On August 3, 2021 (Item No. 28), your Board approved the 3.25% cost-of-living adjustment (COLA) for Measure A funded contracts in the amount of \$24,631 for 11 community-based organizations services contracts. The additional funds received were used to allocate additional funds to 22 existing CBO contracts and one Standard Services Agreement, all of which are Area Plan contracts.

On January 11, 2022 (File No. 30778, Item No. 3), your Board approved Amendment No. 1 to AP-2122-09 grant agreement between the California Department of Aging (CDA) and the County of Alameda, Area Agency on Aging (AAA), to further expand services to Older Adults by accepting and allocating additional funds to 22 existing CBO contracts and one Standard Services agreement.

On March 1, 2022 (File No. 30801, Item No. 3), your Board approved Amendment No. 2 to AP-2122-09 grant agreement between the California Department of Aging (CDA) and the County of Alameda, Area Agency on Aging (AAA), accepting \$714,004 in additional funds to support home-delivered meals, ombudsman services, and robotic pets companion program for Older Adults in Alameda County. The SSA will bring forth a Board letter in the future for services related to this one-time funding.

Delegation of signature authority is being requested to expedite execution of these contract amendments prior to the end of the fiscal year.

SELECTION CRITERIA/PROCESS:

The subcontractors receiving funds under this grant agreement were selected based on recommendations resulting from the 2018-2022 Requests for Proposal (RFP) for Nutrition, Family Caregiver, Supportive, Senior Employment, Senior Injury Prevention, and Health Insurance Counseling and Advocacy Program services for older adults completed by the County of Alameda Area Agency on Aging and the Advisory Commission on Aging. The Commission's award recommendations for the RFP were approved by your Board on June 5, 2018 (File No. 30145; Item No. 3).

Federal Grant Funds Small, Local and Emerging Business (SLEB) Waivers with an expiration date of June 30, 2022, have been approved by the Office of Contracts Compliance and Reporting (see Attachment A).

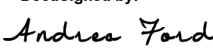
FINANCING:

This additional Federal and State funding of \$5,940,296 is provided by the California Department of Aging (CDA) and was not included in the Social Services Agency Fiscal Year 2021-22 Approved Budget. The attached Financial Recommendation will increase appropriation and revenues to reflect the increased Federal and State funding. Approval of these recommendations will result in no additional net County cost.

VISION 2026 GOAL:

This grant amendment will improve the health and well-being of Older Adults through improved nutrition, social/community engagement, and program accountability, assisting older adults to age in place in their communities and meet the 10X goal pathways of **Healthcare for All**, and **Eliminate Poverty and Hunger** in support of our shared visions of a **Prosperous and Vibrant Economy** and **Thriving and Resilient Populations**

Sincerely,

DocuSigned by:

CFBDBF387EBC493...

Andrea Ford
Interim Agency Director

Attachments:

- 1) Four originals of FY 2021-2022 California Department of Aging Standard Agreement, No. AP-2122-09 A3, documents for Board President signature
- 2) Financial Recommendation
- 3) Attachment A
- 4) Federal Funds SLEB Waivers

TITLE III/VII & Title V

320200

Period 07/01/21-06/30/22

CONTRACTOR	PC #	Master Contract	Location	Principal	Contract Amount	AP 2122 Amendment 1 Increase	AP 2122 Amendment 2 Increase	Amended Contract Amount	Fund Source	Original SLEB Waiver	Amended SLEB Waiver
Alzheimer's Disease and Related Disorder Family Caregiver Support Program	22327	901518	Lafayette	Elizabeth Edgerly	\$ 55,322	\$ 5,629		\$ 60,951	Title III E	1884-A	1884-A1
Alzheimer's Services of the East Bay Family Caregiver Support Program	22325	900150	Berkeley	Micheal Pope	\$ 30,802	\$ 3,134		\$ 33,936	Title III E	1884-B	1884-B1
City of Berkeley Congregate Meal Program	22251	900161	Berkeley	Dee Williams-Ridley	\$ 47,723		\$ 11,000	\$ 58,723	Title III C-1	1885-B	1885-B2
Family Caregiver Support Program	22326				\$ 41,195	\$ 4,188		\$ 45,383	Title III E	1884-C	1884-C1
City of Fremont Case Management	22298	900111	Fremont	Brian Stott	\$ 68,039	\$ 6,049		\$ 74,088	Title III B	1888-A	1888-A1
Family Caregiver Support Program	22328				\$ 100,494	\$ 10,215		\$ 110,709	Title III E	1884-D	1884-D1
Crisis Support Services Visiting	22301	900123	Oakland	Narges Dillon	\$ 18,622	\$ 3,465		\$ 22,087	Title III B	1895-A	1895-A1
Day Break Adult Care Center Family Caregiver Support Program	22329	900043	Oakland	Ofra Paz	\$ 198,610	\$ 20,210		\$ 218,820	Title III E	1884-E	1884-E1
Family Bridges Visiting	22304	900174	Oakland	Corinne Jan	\$ 29,767	\$ 5,540		\$ 35,307	Title III B	1895-B	1895-B1
Family Caregiver Alliance Family Caregiver Support Program	22330	900175	San Francisco	Kathleen Kelly	\$ 136,104	\$ 11,801		\$ 147,905	Title III E	1884-F	1884-F1
J-Sei, Inc. Case Management	22305	900184	Emeryville	Diane Wong	\$ 45,359	\$ 4,032		\$ 49,391	Title III B	1888-B	1888-B1
Family Caregiver Support Program	22332				\$ 16,972	\$ 1,725		\$ 18,697	Title III E	1884-H	1884-H1
Visiting	22307				\$ 10,886	\$ 2,026		\$ 12,912	Title III B	1895-C	1895-C1
Korean Community Center of the East Bay Case Management	22309	900187	Oakland	June Lee	\$ 101,604	\$ 9,032		\$ 110,636	Title III B	1888-C	1888-C1
Health Promotion	22243				\$ 44,428	\$ 2,942		\$ 47,370	Title III D	1890-A	1890-A1
Legal Assistance for Seniors, Ince. Elder Abuse	22312	900189	Oakland	James Treggiari	\$ 23,379	\$ 1,980		\$ 25,359	Title VII	1889	1889-A
Life Eldercare, Inc. Case Management	22313	900190	Fremont	Patricia Osage	\$ 68,039	\$ 6,049		\$ 74,088	Title III B	1888-D	1888-D1
Visiting	22314				\$ 51,028	\$ 9,496		\$ 60,524	Title III B	1895-D	1895-D1
Ombudsman Service of Contra Costa, Inc. LTC Ombudsman	22318	901855	Pleasant Hill	Nicole Howell	\$ 723,293		\$ 13,998	\$ 737,291	Title III B/VII a	1893	1893-A
Open Heart Kitchen Nutrition C-1	22259	900197	Livermore	Heather Greaux	\$ 310,211		\$ 19,403	\$ 329,614	Title III C-1	1885-C	1885-C2
Senior Support Program of the Tri-Valley Case Management	22316	900045	Pleasanton	Mercel Amin	\$ 68,039	\$ 6,049		\$ 74,088	Title III B	1888-E	1888-E1
Family Caregiver Support Program	22334				\$ 60,296	\$ 6,129		\$ 66,425	Title III E	1884-J	1884-J1
Health Promotion	22245				\$ 10,948	\$ 3,000		\$ 13,948	Title III D	1890-B	1890-B1
Visiting	22315				\$ 44,201	\$ 8,226		\$ 52,427	Title III B	1895-E	1895-E1
Spectrum Community Services Health Promotion	22247	900211	Hayward	Lara Calvert-York	\$ 62,308	\$ 6,686		\$ 68,994	Title III D	1890-C	1890-C1
Nutrition C-1	22260				\$ 722,858		\$ 19,403	\$ 742,261	Title III C-1	1885-D	1885-D2
St. Mary's Center Case Management	22320	900101	Oakland	Sharon Cornu	\$ 45,359	\$ 4,032		\$ 49,391	Title III B	1888-F	1888-F1
Visiting	22321				\$ 34,869	\$ 6,489		\$ 41,358	Title III B	1895-F	1895-F1
S O S Meals on Wheels Nutrition C-2 North	22269	900204	San Leandro	Charlie Deterline	\$ 2,963,452		\$ 1,848	\$ 2,965,300	Title III C-2	1886-D	1886-D2
TOTAL					\$6,134,207	\$148,124	\$65,652	\$6,347,983			

ALOLINK Master Contract #: 900184 Supplier ID #: 28381	Board of Supervisor Approval Date: 5/24/2022 Agenda File/Item No.: 30842 / 2
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Department Name: **Social Services Agency, Department of Adult & Aging Services**

**CBO MASTER CONTRACT RENEWAL/AMENDMENT
FOR FISCAL YEAR (FY) 2022**

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 2022, Program Description and Performance Requirements:

**OLDER AMERICAN’S ACT FUNDED VISITING SERVICES
FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022**

Exhibit A FY 2022 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 2022, Terms and Conditions for Payment:

Exhibit B, FY 2022, 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. Revised Exhibit B-1 Program Budget. Amount payable under this amendment shall not exceed \$12,912.

4. Exhibit C Insurance Requirements.

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

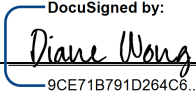
COUNTY OF ALAMEDA

By: _____
 Andrea Ford

Title: Interim Social Services Agency Director

Date: _____

CONTRACTOR

DocuSigned by:
By: 
 9CE71B791D264C6...
 Diane Wong

Title: Executive Director

Date: 7/15/2022

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

Dept Name: SSA - Adult & Aging Services Vendor ID #: 28381 Board PO #: 18243

Bus Unit: SOCSA Master Contract #: 900184 Procurement Contract #: 22307 Budget Year: 2022

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	320200	33605			\$ 2,026	\$ 9,180
610341	10000	320200	34700				\$ 3,732

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: 1895-C1 Contract Maximum: \$12,912

Procurement Contract Begin Date: July 1, 2021 Expire Date: June 30, 2022 Period of Funding From: July 1, 2021 To: June 30, 2022

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: Visiting

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: Visiting - 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	\$10,886	\$ 12,912			
Amount of Encumbrance	\$ 10,886	\$ 2,026			
File Date	6/15/2021	5/24/2022			
File / Item #	30656 / 2	30842 / 2			
Reason	Board Action	Board Action			
Funding Source Allocation:	Federal - CFDA #: <u>93.044</u>	State	County		
	\$9,180		\$ 3,732		

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

Andrea Ford
Print or Type Name

Title Interim SSA Director Date _____

CONTRACTOR

By Diane Wong _____
Signature

Diane Wong
Print or Type Name

Title Executive Director Date 7/15/2022

By _____
Signature

Print or Type Name

Title _____ Date _____

Reference Master Contract No.: 900184
Procurement No.: 22307
PO No.: 18243

CBO MASTER CONTRACT AMENDMENT No. 1

Reference is made to that Contract made and entered into on July 28, 2021, by and between J-Sei Inc., herein called and referred to as "Contractor" and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter called and referred to as "County".

Said contract for Visiting Program services is hereby amended in the following manner:

1. The contract amount is increased by \$2,026 from \$10,886 to \$12,912 for the period of 7/1/2021 through 6/30/2022.
2. Revisions to Exhibit A Section II.D.
3. Revised Exhibit B-1.
4. Exhibit C Insurance Requirements.

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

The Contract Amendment is effective as of the day it is executed by the County.

COUNTY OF ALAMEDA
Social Services Agency
1111 Jackson Street, 1st Floor
Oakland, CA 94607

By: _____
Andrea Ford

Title: Interim Social Services Agency Director

Date: _____

CONTRACTOR
J-Sei Inc.
1285 66th Street
Emeryville, CA 94608

DocuSigned by:
By: Diane Wong
9CE71B791D20F8
Diane Wong

Title: Executive Director

Date: 7/15/2022

Revisions to EXHIBIT A

PROGRAM PERFORMANCE STANDARD

II. PROGRAM PERFORMANCE STANDARD

D. MIS UNITS OF SERVICE

5. **One-Time-Only (OTO):** OTO allocation of \$2,026 shall be used to fund program expenditures during the period of July 1, 2021 through June 30, 2022.

Revised EXHIBIT B-1

ALAMEDA COUNTY AREA AGENCY ON AGING CONTRACT BUDGET

Contractor: J-Sei, Inc.

Contract Term:

07/01/2021 - 06/30/2022

MIS Program: Visiting

SECTION 1 SALARIES AND EMPLOYEE BENEFITS				
1.1 PAID STAFF (Contract Employee- 20 hours per week) List # pos., %FTE, wages	TOTAL PROJECT BUDGET (1)	AAA FUNDED PROJECT BUDGET (2)	OTHER	
			CASH (3)	IN-KIND (4)
Executive Director (4% @ \$136,000/year)	5,440	2,026	3,414	0
Program Coordinator (31% @ \$45,760/Year)	14,216	10,886	3,330	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	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:	19,656	12,912	6,744	0
1.2 TAXES AND BENEFITS				
FICA	1,371	0	1,371	0
SUI/SDI	179	0	179	0
LTD	0	0	0	0
Dental	0	0	0	0
	0	0	0	0
Health Insurance	0	0	0	0
Workers' Comp.	503	0	503	0
Retirement	0	0	0	0
Life Insurance	0	0	0	0
EAP	0	0	0	0
Subtotal:	2,053	0	2,053	0
1.3 IN-KIND STAFF/VOLUNTEERS (List # pos., % FTE, Pay equivalent)				
Visiting Volunteers (27% @ \$37,440/year)	10,170	0	0	10,170
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	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:	10,170	0	0	10,170
TOTAL SALARY/BENEFIT BUDGET (Sections 1.1, 1.2, 1.3)	31,879	12,912	8,797	10,170

::

SECTION 2 SERVICES AND SUPPLIES				
2.1 TRAVEL AND TRAINING	TOTAL PROJECT BUDGET (1)	AAA FUNDED PROJECT BUDGET (2)	OTHER	
			CASH (3)	IN-KIND (4)
Staff Travel: Miles x Rate \$.56/mile)	201	0	201	0
Conferences/Conventions	0	0	0	0
Volunteer Training and Recognition	629	0	629	0
Vol. Travel: _____ Miles x Rate _____	0	0	0	0
Subtotal:	830	0	830	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
Background Checks	240	0	240	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
Subtotal:	240	0	240	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	1,070	0	1,070	0
SECTION 3 CAPITAL EQUIPMENT				
Capital Equipment <i>List Items Costing \$5,000+ (Include Funding Source)</i>	TOTAL PROJECT COSTS (1)	AAA FUNDED PROJECT COSTS (2)	OTHER	
			CASH (3)	IN-KIND (4)
	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)	32,949	12,912	9,867	10,170

SECTION 4 REVENUES

REVENUE SOURCES:	Total Project Funds	AAA Project Funding	Other		Committed Funds
			CASH	IN-KIND	
Non-Match:	0	0	0	0	0
Volunteers	10,170	0	0	10,170	0
J-Sei Fundraising	7,367	0	7,367	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	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:	17,537	0	7,367	10,170	0
Match:	0	0	0	0	0
J-Sei Fundraising	2,500	0	2,500	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	0	0
Subtotal:	2,500	0	2,500	0	0
Title III Client Donations:	0	0	0	0	0
Title III Funds (OTO = \$2,026)	9,180	9,180	0	0	0
County General Funds:	3,732	3,732	0	0	0
MEASURE A Funds:	0	0	0	0	0
TOTAL FUNDS:	32,949	12,912	9,867	10,170	0

SECTION 5 DEDUCTIVE FORMULA (Title III Funded Programs Only)

	TOTAL
1.) TOTAL PROJECT BUDGET:	32,949
2.) {LESS} COUNTY GENERAL FUNDS:	3,732
3.) {LESS} MEASURE A FUNDS:	0
4.) {LESS} OTHER NON-MATCH FUNDS:	17,537
5.) {EQUALS} TITLE III BUDGET COSTS TO BE MATCHED:	11,680
6.) {LESS} TITLE III MATCH FUNDS: [minimum of 10% OF LINE 4]	2,500
7.) {LESS} TITLE III CLIENT DONATIONS:	0
8.) {EQUALS} EARNED TITLE III FUNDS:	9,180
9.) TOTAL CONTRACT FUNDING (LINE 2 + LINE 3 + LINE 8)	12,912

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 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 when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D Endorsements and Conditions: <ol style="list-style-type: none"> 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's 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: <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. 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 Contractor'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. 	

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 members
and All County officers, agents employees, volunteers 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 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.