

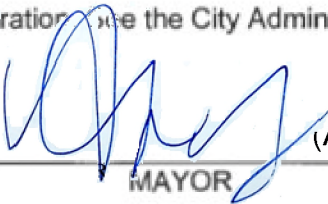
0130-01033-0251

**TRANSMITTAL**

TO The City Council, City Clerk	DATE 6/19/18	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

**Department of Aging - Proposed Close-Out Amendments to Senior and Family Caregiver Contracts, Acceptance of Farmers' Market Vouchers**

Transmitted for your consideration. See the City Administrative Officer report attached.

  
\_\_\_\_\_  
(Ana Guerrero) for  
MAYOR

RHL:AC:08180098c

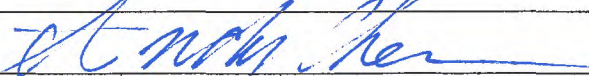
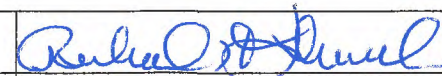
**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 06-19-18	C.D. No. <a href="#">[Click here]</a>	CAO File No.: 0130-01033-0251				
Contracting Department/Bureau: Department of Aging		Contact: Jacob Wood					
Reference: Transmittal to the Mayor dated July 12, 2017.							
Purpose of Contract: To amend Senior and Family Caregiver service contracts to close out Fiscal Year 2015-16 – no extension of the terms requested. Also, acceptance of Farmers Market vouchers.							
Type of Contract: ( ) New contract (X) Amendment, Contract No. Various		Contract Term Dates: One year, with three one-year extensions for a total of four years.					
Contract/Amendment Amount: \$76,206 combined for all amendments							
Proposed amount \$ 76,206 + Prior award(s) \$ 2,164,945 = Total \$ 2,241,151							
Source of funds: Older Americans Act Grant Funds, General Fund, California Department of Agriculture							
Name of Contractor: Various							
Address: Various							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits Ordinance	X		
3. Charter Section 1022 findings completed	X			10. First Source Hiring Ordinance	X		
4. Proposals have been requested	X			11. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			12. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			13. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: %				14. Prohibited Contributors (Bidders) CEC Form 55	X		
* Applicable to contracts of \$1,000,000 or more				15. CA Iran Contracting Act of 2010*			X

**RECOMMENDATION**

That the Council, subject to approval of the Mayor:

1. Authorize the General Manager of the Department of Aging, or designees, to execute the proposed amendments to the 2015-16 Senior and Family Caregiver Service Contracts to reflect actual program expenditures and service levels, subject to the review and approval of the City Attorney as to form;
2. Authorize the General Manager of the Department of Aging, or designee, to accept and distribute \$106,000 in Farmers' Market Vouchers from the Senior Farmers' Market Nutrition Program administered by the California Department of Food and Agriculture;
3. Authorize the Controller to disburse funds to the Contractors upon submission of proper demand from the General Manager of the Los Angeles Department of Aging or designee;
4. Authorize the General Manager of the Los Angeles Department of Aging, or designee, to prepare Controller instructions for any technical adjustments that are consistent with Mayor and Council actions, subject to the approval of the City Administrative Officer, and to authorize the Controller to implement these instructions.

	
AC Analyst 08180098c	City Administrative Officer

**SUMMARY**

The Department of Aging (Aging) requests authority to execute two close-out amendments to its 2015-16 Senior and Family Caregiver Services contracts. These contracts provide programs and services to seniors and their families including home delivered meals, congregate meals, congregate nutrition, assistive transportation, care management, ombudsman protection for nursing home residents, and legal services. A draft of the proposed amendment is included with the Department's transmittal as Attachment 2. The amendments will close out the 2015-16 service year, and redistribute grant funds between service providers. Aging also requests to accept and distribute \$106,000 in Farmers' Market vouchers from the Senior Farmers' Market Nutrition Program (SFMNP) administered by the California Department of Food and Agriculture.

2015-2016 Close-Out

During the program year, some of the service providers incur higher costs in certain programs and have savings in other programs. The California Department of Aging allows Aging to transfer funds within the same program between agencies to address over-spending, but prohibits agencies from transferring funding between different programs. Redistribution of funding reduces the grant funded surplus and provides funding to contractors who have over-served and have negative balances at the end of the program year. The service providers listed in the table below have over-served and incurred higher costs to meet service demands, and require technical close-out amendments to reflect the actual expenditures and service levels. The increased funding is derived from savings from other service providers that did not spend all of their allotted funds. There is no increase to the overall funding for 2015-16.

Contract No.	Contractor	2015-16	Amendment	Close Out Total
C-126325	ONEgeneration	\$ 1,302,454.00	\$ 136,363.00	\$ 1,438,817.00
C-126345	Wilmington Jaycees	\$ 862,491.00	\$ (60,157.00)	\$ 802,334.00
	Totals	\$ 2,164,945.00	\$ 76,206.00	\$ 2,241,151.00

In accordance with Charter Section 1022, the Personnel Department determined that there are City classifications that can perform the work; however this Office has determined that the work can be performed more feasibly by contractors because the work is of limited duration and the work exceeds City staffing availability.

To the best of our knowledge, the Contractors have complied with the City's contracting requirements, policies and procedures. The proposed amendments are subject to review by the City Attorney as to form.

Pursuant to Los Angeles Administrative Code Section 10.5, Council approval of the proposed amendments is required because Council approved the original agreements.

Senior Farmers' Market Voucher Program

Aging requests authority to accept and distribute \$106,000 in Farmers' Market vouchers from the Senior Farmers' Market Nutrition Program (SFMNP) administered by the California Department of

Food and Agriculture (CDFA). The CDFAs sent Aging 5,300 SFMNP booklets, each consisting of 10 \$2.00 vouchers. Low income seniors can use the vouchers at accredited Farmers' Markets to purchase fresh fruits and vegetables.

## **FISCAL IMPACT STATEMENT**

Funding is provided by Older Americans Act Grant Funds from the State of California Department of Aging, General City Purposes Fund, and the California Department of Food and Agriculture. There is no additional impact on the General Fund. Approval of these amendments is in compliance with the City's Financial Policies as one-time funding is being used for one-time expenditures.

*RHL:AC:08180098c*

Attachment

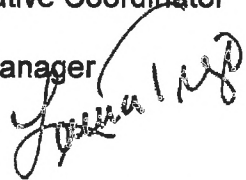
**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

Date: July 12, 2017

To: Honorable Eric Garcetti, Mayor  
City of Los Angeles

Attention: Mandy Morales, Legislative Coordinator

From: Laura Trejo, General Manager  
Department of Aging



**THE LOS ANGELES DEPARTMENT OF AGING REQUESTS AUTHORITY TO AMEND SENIOR SERVICE CONTRACTS TO CLOSEOUT FISCAL YEAR (FY) 2015-2016**

As established by Executive Directive Number 3, the Los Angeles Department of Aging (LADOA) requests the Mayor's approval to negotiate and execute closeout contract amendments to Fiscal Year (FY) 2015-2016 Title III and Title VII Older Americans Act (OAA) Programs and the Proposition A Program. The LADOA also requests Mayor's approval to perform any required technical closeout adjustments to reflect actual expenditures and service levels that will allow identified program savings to cover contractors that have over served due to higher service demands or have incurred higher costs.

**RECOMMENDATIONS**

That the City Council, subject to the approval of the Mayor:

1. Authorize the General Manager of the Los Angeles Department of Aging or designee to negotiate and execute closeout amendments to FY 2015-2016 contracts in the amounts as set forth in Attachment 1.
2. Authorize the General Manager of the Los Angeles Department of Aging or designee to prepare Controller instructions for any technical adjustments that are consistent with Mayor and Council actions, subject to the approval of the City Administrative Officer, and authorize the Controller to implement these instructions.
3. Authorize the Controller to disburse funds to the contractors upon submission of proper demand from the General Manager of the Los Angeles Department of Aging or designee.

## **BACKGROUND**

The LADOA annually contracts with senior and caregiver service providers with agreements that encompass programs such as senior social and supportive services, congregate nutrition, home-delivered meals, and assisted transportation. In FY 2015-2016, LADOA's senior services contractors provided 697,715 Congregate senior meals, 736,944 Home-delivered senior meals, 25,403 hours of Case Management services, 21,169 hours of In-home Supportive Services, and 130,166 One-way Transportation program trips.

During the course of the program year ONEgeneration and Wilmington Jaycees Foundation, Inc. experienced higher demand in the Title III-B Supportive Services program (III-B) and the Title III-C2 Home Delivered Meal Program (C2). The increased demand generated higher costs in the programs.

ONEgeneration experienced higher cost in the delivery of services in the Title III-B Supportive Services program (III-B) and the Title III-C2 Home Delivered Meals program [C2] (\$27,485 and \$103,003, respectively). ONEgeneration's higher costs in III-B are to be offset by the III-B program savings identified in the operations of the Mexican American Opportunity Foundation (\$32,240). ONEgeneration's higher costs in the C2 program are to be offset by the combined savings identified in the C2 operations of the Mexican American Opportunity Foundation (\$49,746) and in the C2 operations of the San Fernando Valley Interfaith Council Mid Valley Aging Service Area [ASA] (\$12,406) and Southeast Valley ASA (\$42,978). Wilmington Jaycees Foundation, Inc. experienced higher costs in the delivery of services in the III-B program in the amount of \$2,182. Wilmington's higher costs in the III-B program are to be offset by savings identified in the III-B program operations of Watts Labor Community Action Committee Central ASA (\$3,522).

LADOA recommends authorization to amend the contractor agreements funded by the Older American Act and Proposition A to reflect actual program expenditures and service levels. The revised funding amounts are contained in Attachment #1.

## **SENIOR FARMER'S MARKET VOUCHER PROGRAM**

The California Department of Food and Agriculture (CDFA) administers the Senior Farmer's Market Nutrition Program (SFMNP). Each year the CDFA issues LADOA 5,300 SFMNP check booklets, each consisting of ten \$2.00 vouchers for low-income seniors to purchase fresh fruits and vegetables at accredited Farmer Markets. Annual outreach is conducted throughout LADOA's Aging Network and City Council Offices with the distribution of the vouchers via the senior multipurpose centers. The LADOA requests approval to accept and distribute these booklets having a total value of \$106,000.

Page 3  
Honorable Eric Garcetti  
July 12, 2017

**FISCAL IMPACT STATEMENT**

This request complies with the City's financial policy. The Los Angeles Department of Aging's proposed actions will reimburse the agencies that over served and over spent using program savings and have no additional impact on the City General Funds.

A copy of this transmittal is being forwarded to the City Attorney and President of the Council on Aging for concurrent review and approval.

LT:JD:CJW;jf:n/ED3 15-16 Funding/2015-2018 Closeout Transmittal 071217

**Attachments**

cc: City Attorney  
City Administrative Officer  
President, Council on Aging

**FY 2015-2016 CLOSEOUT**

**Attachment 1**

<b>Contract Number</b>		<b>Contract Total</b>
C-126325	ONEgeneration Southwest Valley ASA	\$1,438,817
C-126345	Wilmington Jaycees Harbor ASA	\$802,334
C-126466	Mexican American Opportunity Foundation Eastside ASA	\$906,913
C-126374	St. Barnabas City ASA	\$1,633,630
C-126374	St. Barnabas Northside ASA	\$1,130,111
C-126344	San Fernando Valley Interfaith Council Northeast Valley ASA	\$897,094
C-126344	San Fernando Valley Interfaith Council Mid-Valley ASA	\$890,644
C-126344	San Fernando Valley Interfaith Council Northwest Valley ASA	\$946,133
C-126344	San Fernando Valley Interfaith Council Southeast Valley ASA	\$778,774
C-126458	Jewish Family Services West Wilshire ASA	\$938,213
C-126727	Jewish Family Services Westside ASA	\$827,878
C-126346	Watts Labor Community Action Committee Central ASA	\$1,154,567
C-126324	Watts Labor Community Action Committee South Central ASA	\$1,080,827
C-126903	People Coordinated Services Southwestern ASA	\$925,041
C-126903	People Coordinated Services West Adams ASA	\$956,430
C-126389	Single Room Occupancy Corporation Central Business District	\$375,926
C-126413	International Institute of Los Angeles Eastside ASA	\$198,750
C-126338	Consulting Nutritional Services Citywide	\$290,602
C-126446	Pacific Region OASIS Citywide	\$102,496
C-126391	Little Tokyo Service Center Citywide	\$60,633
C-126652	Mexican American Opportunity Foundation Citywide	\$55,563
C-126720	Bet Tzedek Citywide	\$423,395
C-126465	Jewish Family Services OASIS Citywide	\$31,817
C-126421	Alzheimer's Association Citywide	\$154,527
C-126464	Special Services for Group (5 ASAs) Citywide	\$122,848
C-126464	Special Services for Group (10 ASAs) Citywide	\$245,236
C-126441	Partners In Care Foundation Citywide	\$235,999
C-126390	WISE and Healthy Aging Citywide	\$730,624
C-126459	Center for Health Care Rights Citywide	\$652,882
		<b>\$18,988,704</b>



**AMENDMENT  
AGREEMENT NUMBER            OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
THE            RELATING TO  
THE MULTIPURPOSE, SOCIAL SERVICES, NUTRITION, AND TRANSPORTATION PROJECT**

**THIS CLOSEOUT            AMENDMENT** to Agreement Number            of the City of Los Angeles Contract is made and entered into by and between the City of Los Angeles, ("City") and the            , a California nonprofit corporation, ("Contractor").

**WITNESSETH**

**WHEREAS**, the City and the Contractor have entered into an Agreement wherein Contractor shall provide certain services and operate the Multipurpose Senior Center, Social Services, Nutrition, and Transportation Project. Said Agreement was effective July 1, 2015 and subsequently amended, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

**WHEREAS**, Section 619 of the Agreement provides for contract amendments; and

**WHEREAS**, PSC-6, Exhibit "A" Standard Provisions for City Contracts, provides for amendments to the Agreement; and

**WHEREAS**, the City and the Contractor are desirous of amending the Agreement as authorized by the action of the Los Angeles City Council and Mayor (refer to Council File Number            dated            ), which directed the General Manager of the Los Angeles Department of Aging to prepare and execute an amendment to the Agreement for the purpose of:

- (a) Adding Farmer Market Vouchers totaling \$            for Fiscal Year 2015-2016; and
- (b) Adding additional funds in the amount of            ) for FY 2015-2016;

**WHEREAS**, this Agreement is necessary and proper to continue and/or complete certain activities authorized by this Agreement.

**NOW, THEREFORE**, the City and the Contractor agree that the Agreement be amended effective July 1, 2015 as follows:

## AMENDMENT

1. Amend Section 203, Services to be Provided by the Contractor, by deleting it in its entirety and substituting therefore, the following amended Section 203. The amended section details all services being provided by this Agreement.

### §203 Services to be Provided by the Contractor

In keeping with this program intention, mutually developed performance outcomes and measures will be established for this contract. The Contractor's performance will be evaluated based on consideration of the units of service in Section 203 and the performance outcomes and measures.

- I. The Contractor shall plan, develop, operate, and manage the programs which are the subject of this Agreement, in compliance with governmental codes, regulations, and directives applicable to such programs and as defined in this Agreement.

The Contractor shall coordinate with the Regional Nutritionist Contractor to ensure that nutrition education and counseling are provided to congregate and home-delivered participants.

The Contractor shall be responsible for the reporting of the monthly Management Information System (MIS) data to the Los Angeles Department of Aging.

#### II. Targeting of Services

- A. Services shall be targeted to seniors 60+ with emphasis on serving seniors with greatest economic and social need, and with particular attention to low income minorities. The OAA defines minority populations to be Blacks, Hispanics, Asian/Pacific Islanders, and Native Americans.
- B. Greatest economic need is defined to mean the need resulting from an income level at or below the poverty line as established by Federal Guidelines.
- C. Greatest social need is defined to mean the need caused by non-economic factors which include physical and mental disabilities, language barriers, cultural, social or geographic isolation including that caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks or which threaten the capacity of the individual to live independently.

#### III. Units of Service

The units of service referred to in this Agreement are in accordance with those standard units of service defined in the operations manual issued by the Department of Aging, State of California, a copy of which has been furnished to the Contractor by the City.

#### IV. Multipurpose Center

The Multipurpose Center(s) shall provide a community focal point on aging where older persons 60 years of age or older can come together for services and activities which enhance their dignity, support their independence and encourage their involvement in and with the community. Using the 2010 Census as adjusted by the post enumeration survey, the service provider shall proportionally serve all ethnic groups in each Aging Service Area in which services are being provided. The center shall also serve as a community resource for information on aging, for training professionals and lay leadership, and for developing new approaches on aging programs.

OAA – Title III-B

The Contractor shall provide services designed to assist older individuals in avoiding institutionalization and to assist individuals in long-term care institutions who are able to return to their communities, including client assessment through case management and integration and coordination of community services such as pre-institution evaluation and screening and home health services, homemaker services, shopping services, personal care services, through resource development and management to assist such individuals to live independently in a home environment.

The Contractor shall provide direct access to, linkages to, space for, and co-location for all of its activities and services.

Participant donations for services rendered by the Contractor shall be received with complete anonymity. The Advisory Council shall recommend a suggested schedule of donatives rates which the Contractor will post in a prominent location within the service area. The Contractor's Senior Service Director shall be responsible to implement procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting and deposit of the donations.

The Contractor's Senior Services Director is responsible for the overall coordination of the Multipurpose Center.

The Contractor shall insure that each of its employees, who provides personal care services in the homes of service recipients, and is not a registered nurse, licensed practical nurse, or certified nursing assistant, shall have adequate training. Adequate training as defined below:

- A. provided by an agency or organization other than the employer of the employees,
- B. provided by registered nurses or licensed vocational nurses (or trainers of like or greater qualifications) with prior teaching or training experience, and
- C. at least a total of 50 hours of training covering at least the following subjects:
  - mobility and safe transfer techniques;
  - range of motion and positioning;
  - safety and security;
  - personal hygiene and grooming;
  - nutrition, food preparation, food safety;
  - reading and recording vital signs;
  - observations;
  - reporting;
  - activities of daily living;
  - body functions, changes, and physical and emotional characteristics in the served populations;
  - recognition and procedures for emergencies;
  - infection control;
  - maintenance of a clean and safe environment;
  - CPR and first aid;
  - Alzheimer's disease, dementia, death and dying; and
  - Consumer independence.

The Contractor shall insure that all covered employees providing services under the contract shall have completed such training within six months after the effective date of this agreement. In order to insure that this requirement is complied with, the contractor shall maintain a current list of the employees providing services under the contract together with information about whether each employee has completed the required training and, if so, the name, address, and phone number of the agency or organization that provided the training and courses taken. This list shall be made available for review by the Department upon request.

If the Contractor enters into any subcontract for the provision of personal care services in the homes of service recipients, the contractor shall include the foregoing provisions in any such subcontract and insure that the subcontractor complies with the foregoing requirements.

1. For Fiscal Year 2015 – 2016 (July 1, 2015 – June 30, 2016)

a. **AGING SERVICE AREA**

The Contractor shall operate the following Multipurpose Center a minimum of eight (8) hours per day, from 8:30 a.m. to 5:00 p.m., Monday through Friday, for a minimum 249 days, except for authorized holidays:

Name:  
Address:

The Contractor shall provide, but not be limited to, the following minimum service units for the following activities and services:

PERSONAL CARE (PROGRAM NO.1)	
	Personal Care (Hourly Increments)
	Total Hourly Increments
	New Clients Served
	Unduplicated Clients Served

HOMEMAKER (PROGRAM NO. 2)	
	Light Housekeeping
	Shopping for Personal Items
	Total Hourly Increments
	New Clients Served
	Unduplicated Clients Served

CHORE (PROGRAM NO. 3)	
	Heavy Housework
	Yard Work
	Total Hourly Increments
	New Clients Served
	Unduplicated Clients Served

CASE MANAGEMENT (PROGRAM NO. 6)	
	Care Planning
	Service Authorization
	Case Monitoring
	Total Case Management
	New Clients Served
	Unduplicated Clients Served

INFORMATION & ASSISTANCE (PROGRAM NO. 13)	
	Information
	Assistance
	Follow-Up
	Total Information and Assistance
	New Clients Served

OUTREACH (PROGRAM NO.14)	
	Outreach
	New Clients Served

OTHER SUPPORT SERVICES (PROGRAM NO. 15)	
	Comprehensive Assessment (1 Hour)
	Senior Center Activities (1 Hour)
	Visiting (Hour)
	Telephone Reassurance (Contact)
	Personal Affairs (Contact)
	New Clients Served

OUTREACH (PROGRAM NO.14)	
	Outreach
	Total Contacts
	New Clients Served

OTHER SUPPORT SERVICES (PROGRAM NO. 15)	
	Comprehensive Assessment (1 Hour)
	Personal Affairs Assistance (Contact)
	Senior Center Activities (1 Hour)
	Telephone Reassurance (Contact)
	Visiting (Hour)
	New Clients Served

V. Congregate Nutrition Services (OAA Title III-C1)

- A. The congregate meal program shall provide meals to persons 60 years of age or older and their spouse (regardless of age) and to qualified disabled adults. The service provider shall serve all ethnic groups in each Aging Service Area in which services are being provided in proportion to the number of that ethnic group as is shown in the 2010 Census as adjusted by the post enumeration survey. Each meal shall contain at least 1/3 of the current recommended daily dietary allowance as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. The health, ethnic, and religious needs of the participants shall be considered in meal planning.
- B. The Contractor shall use a competitive bid process for subcontracts for food preparation and those subcontracts entered into shall be submitted to the City for approval prior to execution.
- C. The Contractor's Nutrition Director is responsible for the overall coordination of the Congregate Nutrition Program.
- D. The Contractor shall ensure that the type of equipment and packaging system used to transport, deliver, prepare, store and service the meals are sanitary, of good quality and that the food is maintained at a temperature of 140° F or above for hot food and 45° F or below for cold food.
- E. The Contractor shall provide a minimum of N/A client one-way trips to nutrition sites with Title III-C1 Grant-related income, or matching or non-matching resources.
- F. The Contractor shall provide nutrition outreach to a minimum of n/a individuals. It is estimated that this will require 24 hours to be spent on outreach-related efforts.
- G. Participant's donations for services rendered by the Contractor shall be received with complete anonymity. The Advisory Council shall recommend a suggested schedule of donatives rates which the Contractor will post in a prominent location within the service area. The Contractor's Nutrition Director shall be responsible to implement procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting and deposit of the donations. A charge shall be in effect for non-senior meals. The charge shall reflect the actual cost of the meal and any administrative cost associated with providing the meal. Non-senior meals shall be available after insuring all seniors requesting a meal have been served.
- H. The Contractor shall not use either grant or program income funds of a congregate nutrition program to supplement any other program component.
- I. The Contractor shall not serve fewer than 20 participants at each site.

- J. All meals served pursuant to this contract shall be served within the Contractor's Aging Service Area as designated by the LADOA, unless a specific written exemption is granted 30 days prior to the planned event.
- K. In addition to the OAA funds provided by this Agreement, the Contractor shall be reimbursed in accordance with the prevailing amount set forth in §301 of this agreement for Nutrition Services Incentives Program (NSIP) cash entitlement. NSIP funds shall be used only to offset food costs and must be exhausted before charging meal costs against OAA funding.

1. For Fiscal Year 2015 – 2016 (July 1, 2015 – June 30, 2016)

a. AGING SERVICE AREA

The Contractor shall provide hot or other appropriate meals in congregate setting one time(s) a day, Monday through Friday, except for authorized holidays, serving new clients, and unduplicated clients for the contract period, providing meals for the contract period of 249 serving days.

The Contractor shall provide, but not be limited to, the following minimum nutrition service units at the following locations:

Site Name:	
Site Address:	
Meal Times: 12:00 p.m.	
	Meals Per Day
	New Clients
	Meals for Contract Period

Site Name:	
Site Address:	
Site Hours:	
Meal Times: 12:00 p.m.	
	Meals Per Day
	New Clients
	Meals for Contract Period

Site Name:	
Site Address:	
Site Hours:	
Meal Times: 12:00 p.m.	
	Meals Per Day
	New Clients
	Meals for Contract Period

Site Name:	
Site Address:	
Site Hours:	
Meal Times: 12:00 p.m.	
	Meals Per Day
	New Clients
	Meals for Contract Period

Site Name:	
Site Address:	
Site Hours:	
Meal Times: 12:00 p.m.	
	Meals Per Day
	New Clients
	Meals for Contract Period

VI. Home-Delivered Nutrition Services (OAA Title III-C2)

- A. The home-delivered meals program shall provide home-delivered meals to persons 60 years of age or older who are homebound by reasons of illness, incapacitating disability or who are otherwise isolated. The spouse of the older persons, regardless of age or condition may receive a home-delivered meal if the receipt of the meal is in the best interest of the homebound person. The service provider shall serve all ethnic groups in each Aging Service Area in which services are being provided in proportion to the number of that ethnic group in the Aging Service Area as is shown in the Census as adjusted by the post enumeration survey. Each meal shall contain at least 1/3 of the current recommended daily dietary allowance as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. The health, ethnic and religious needs of the participants shall be considered in meal planning. Individuals with disabilities who reside in a non-institutional household with an individual eligible for home-delivered meals under this part shall be provided a meal on the same basis that meals are provided to volunteers.
- B. The Contractor shall use a competitive bid process for subcontracts for food preparation and those contracts entered into shall be submitted to the City for approval prior to execution.
- C. The Contractor's Nutrition Director is responsible for the overall coordination of the Home-Delivered Nutrition Program.
- D. The Contractor shall ensure that the type of equipment and packaging system used to transport, deliver, store, and serve the meals are sanitary, of good quality, and that the food is maintained at a temperature of 140° F or above for hot food, 45° F or below for cold food, and 32° F or below for frozen food.
- E. The Contractor shall provide nutrition outreach to a minimum of N/A individuals. It is estimated that this will require 12 hours to be spent on outreach-related efforts to homebound participants.
- F. Participants' donations for services rendered by the Contractor shall be received with complete anonymity. The Advisory Council shall recommend a suggested schedule



of donatives rates which the Contractor will post in a prominent location within the service area. The Contractor's Nutrition Director shall be responsible for implementing procedures that will assure the anonymity of the donor, proper recording, safeguarding, accounting and deposit of the donations.

- G. The Contractor shall perform a quarterly assessment of participants in the home-delivered nutrition program, to ensure their continued eligibility.
- H. The Contractor shall not use either grant or program income funds of a home-delivered nutrition program, to supplement any other program component.
- I. In addition to the OAA funds provided by this Agreement, the Contractor shall be reimbursed in accordance with the prevailing amount set forth in §301 of this agreement for Nutrition Services Incentives Program (NSIP) cash entitlement. NSIP funds shall be used only to offset food costs and must be exhausted before charging meal costs against OAA funding.

1. For Fiscal Year 2015– 2016 (July 1, 2015 – June 30, 2016)

a. AGING SERVICE AREA

The Contractor shall provide hot meals at the participants' residences one time(s) a day, Monday through Friday. Except for authorized holidays, prior approval from the LADOA is required if cold, frozen, dried, canned or other appropriate meals are to be served. The Contractor shall serve new clients and unduplicated clients for the contract period, providing meals for the contract period of 249 serving days.

VII. In-Home Services for Frail Older Individuals (OAA Title III-D)

No funding available or units of service required at the present time.

VIII. Transportation Assistance Program (Proposition A)

The Contractor shall provide to frail, older and disabled persons a door to door paratransit service. This Multipurpose Center (MPC) based transit service shall be operated Monday through Friday from 8:00 a.m. to 4:00 p.m. excluding MPC observed holidays.

Participant cost for each one way trip shall be a minimum of \$0.50.

Trip destinations that are not in the ASA of the organization shall be scheduled on the same basis as trips remaining within the ASA of the organization.

Paratransit services shall be provided by International Institute of Los Angeles in conjunction with its existing social, nutrition, and home related services.

A. For Fiscal Year 2015 – 2016 (July 1, 2015– June 30, 2016)

1. AGING SERVICE AREA

The Contractor shall provide Proposition A transportation services which include, but not be limited to: one way trips.

IX. Senior Farmer's Market Nutrition Program (SFMNP)

A. For Fiscal Year 2015 – 2016 (July 1, 2015 – June 30, 2016)

1. AGING SERVICE AREA

The Contractor shall distribute (SFMNP) 2016 booklets to eligible low income seniors within the ASA of the organization. Each participant may receive only one booklet worth \$20. Each booklet consists of ten \$2 coupons redeemable at selected farmers' markets in exchange for fresh fruits, herbs and vegetables.

X. Outreach Services Program (OAA Title III-B, III-C1, and III-C2)

The Contractor shall provide an outreach service program through which hard-to-reach isolated elderly individuals in greatest need of available social services are identified and contacted. The purpose of the outreach services program is to inform these individuals of the opportunities and assistance available, with the intent of linking them to the appropriate service. (Not applicable to Regional Nutritionist Contractor)

XI. Information and Assistance Services Program (OAA Title III-B)

The Contractor shall provide an information assistance services program according to California Department of Aging Information Memorandum CDA-IM-T3-80-5 which is incorporated herein by reference and considered as though set forth herein in full.

XII. Grant-Related Income (OAA Titles III-B, III-C1, and III-C2)

A. Grant-Related Income referred to in this Agreement is in accordance with the definition issued by the Department of Aging, State of California, which is as follows:

Grant-Related Income refers to income derived as a direct or indirect result of a grant or from activities designed to supplement grant funds. It includes income from program income, gifts, donations, income from wills and /or trusts, the object of which is to benefit the grant-funded project. The income generated is used to expand project services.

Grant-Related is accounted for in terms of "Program Income" and "Other Income" as follows:

Program Income - Gross income earned by a contractor from activities the cost of which are partly or entirely borne by the grant. It includes, but is not limited to, income in the form of participant donations for services performed during the contract period, proceeds from the sale of personal or real property, rental fees, royalties, etc.

Other Income - Income derived from sources other than program income. It includes agency fund raiser efforts to generate money other than grant funds (i.e., auctions, social events, rebates, etc.) Income from fund-raising can be used as match or non-match.

B. In the event that the foregoing definition is amended or revised by the Department of Aging, State of California, the City shall notify the Contractor and the Contractor agrees to comply with such amendment(s) or revision(s).

### XIII. Advisory Council

All LADOA funded programs must have an Advisory Council formed within sixty days of contract execution. At least 50% plus one of the membership must be composed of service consumers and shall consist of at least five members, representative of the geographic area to be served and reflective of the ethnic composition of the clientele. The role of the advisory council shall advise the Contractor on a program's operation. The advisory council shall not have legal authority. The advisory council shall maintain a file that contains council minutes and resolutions. (Not applicable to Regional Nutritionist Contractor)

### XIV. Public Information

The Contractor shall provide information about the Contractor's program and other resources for older people in the community through the broad use of available media. Any written materials or publicity generated must identify the City of Los Angeles Department of Aging as its funding source. Public information shall be used to attract new participants, to attract volunteers, to enhance the community's image of older people and to generate new sources of financial support.

### XV. Volunteer Staff

The Contractor shall use volunteers as part of the overall staff to provide important opportunities for participants and other community members to contribute to the program. A volunteer is an individual who performs a task related to the program without receiving pay for his or her work.

### XVI. Staff and Volunteer Training

The Contractor shall provide training to all staff, paid and volunteer, to assist in developing their abilities, improve their job performance, and to ensure appropriate relationships between staff and participants.

### XVII. Confidentiality

- A. The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- B. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- C. The Contractor shall promptly transmit to the City all requests for disclosure of such identifying information not authorized by the participant.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the participant, any such identifying information to anyone other than the City without prior written authorization from the City.

### XVIII. Internal Monitoring

The Contractor shall perform internal monitoring to review and appraise all or part of the program's operations. This monitoring shall be a systematic method to collect and examine data relating to special areas of concern, as well as ongoing aspects of the operation or program. Internal monitoring shall also reveal problems with a specific

activity or service, or provide input for planning of the coming period or the rectifying of detected problems.

#### XIX. Linkages With Other Agencies

The Contractor shall form cooperative agreements with other community agencies in order to ensure comprehensive and coordinated service delivery and to prevent duplication of services.

#### XX. Property Accountability

The Contractor shall assure that all non-expendable property purchased with Older Americans Act funds provided by previous agreements between the City and the Contractor, and any subsequent amendments thereto, together with all non-expendable property purchased under the terms of this Agreement, shall remain under the control of the Contractor during the term of this Agreement. All such property shall be accounted for in accordance with the provisions of §504, Property Records, of this Agreement.

#### XXI. Performance Standards

The Contractor agrees that when a performance falls below ninety-five (95) percent or exceeds one hundred and ten (110) percent of the contracted unit of service level for any quarter, a corrective action plan will be developed and submitted to the Los Angeles Department of Aging for review and approval. The plan should include, but not be limited to:

- A. Number of units of service needed to restore contractual unit of service compliance (in the case of quantitative noncompliance).
- B. Item(s) requiring correction or modification (in the case of qualitative noncompliance).
- C. Specific reasons and/or causes which fully explain such deficient performance.
- D. An action plan time frame during which Contractor proposes to restore compliance with the contractual unit of service performance level or qualitative performance standard.

#### XXII. Computer/Automation Requirements

The Contractor shall agree to the installation of a personal computer and peripheral equipment, software, and telecommunication lines to the LADOA's host computer, at service center site(s) and/or operating agency's administrative office(s), at the discretion of the LADOA as automated systems are developed. Said computer, peripheral equipment, and software are to remain the property of the City of Los Angeles and may be used for other service center functions only after the LADOA mandated systems are satisfied.

The Contractor shall obtain fire and theft insurance coverage for replacement of new computer, peripheral equipment, and software from the time of installation to the end of contract. The Contractor shall reimburse LADOA cost of all computers, peripheral equipment, and software from proceeds of insurance claims due to loss of same through fire or theft.

The Contractor shall sign a separate itemized listing which provides for specific identification of computer, peripheral equipment, and software loaned by LADOA; adherence to computer software license agreements; care and usage; specific allowable applications, and date and other conditions of return of equipment to LADOA.

The Contractor shall provide trained personnel to operate a personal computer for reporting: Information and Assistance (I & A), Management Information System (MIS), Nutrition and other automated reports as such reporting systems are developed by LADOA.

The Contractor shall provide ready access to LADOA personnel during regular working hours for inspection and/or recovery of computer, peripheral equipment, and software.

The Contractor shall provide printer paper supplies, printer cartridges/toner, and compact disks (CDs/DVDs).

Maintenance of the personal computer, peripheral equipment, and software, loaned to the contractor, shall be the responsibility of LADOA.

3. Amend Section 301, Compensation, of the Agreement by deleting it in its entirety and substituting, therefore, the following Section 301, Compensation. The amended section increases the total compensation by \$        to \$        .

**§301 Compensation**

- A. Subject to the availability of State/City funds, the City shall pay to the Contractor an amount not to exceed        Dollars (\$        ) for complete and satisfactory performance of the terms of this Agreement, subject to the provisions of §103 and §616 of this Agreement. The City may review the Contractor's performance on a periodic basis. In the event the City determines that the Contractor is not performing in compliance with the terms and conditions herein, the City reserves the right to implement its Council approved redistribution of funds policy (Council File No. 89-1230). The foregoing maximum compensation is the total of the planned expenditures for the periods set forth as follows:

July 1, 2015 Through June 30, 2016	FY2015-16 GRANT FUNDS	FY2015-16 CITY GENERAL FUNDS	FY2015-16 ONE- TIME-ONLY FUNDS	FY2015- 16 NSIP	Farmer Market Voucher	TRUST FUND	TOTAL FY2015-16 FUNDING
OAA Title III-B							
OAA Title III-C1							
OAA Title III-C2							
Proposition A							
Farmer Market Vouchers							
TOTAL FUNDING							

- B. If Nutrition Services are provided under the terms of this Agreement (OAA Titles III-C1 and III-C2), the Contractor shall, in addition to the OAA funds provided by this Agreement, be able to draw monies allocated under the Nutrition Services Incentive Program (NSIP) fund share. NSIP Funds shall be used to offset food costs.
- C. Funding for the periods set forth by the foregoing Subsections A and B are subject to change in accordance with the availability of OAA and NSIP funds provided to the City by the Grantor(s) and the City reserves the right to change the amount of Compensation set forth herein accordingly.

- D. The City assumes no responsibilities to pay for salaries or other expenses not specifically enumerated in this Agreement and as detailed by Exhibit(s) I - Budget Documents, attached hereto. It is understood by both parties that the City makes no commitment to fund this project beyond the term of this Agreement.
- E. Contractor warrants that any applicable discounts have been included in the costs to the City.
- 4. Amend the following Exhibit I - Budget Documents of the Agreement for FY 2015-16 for Titles III-B, III-C1, III-C2, III-E, and Proposition A.
- 5. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
- 6. This Agreement is executed in three duplicates originals, each of which is deemed to be an original. This Agreement includes fifteen (15) pages and FY 2015 -16 Exhibits I with Parts A, B, C, for Titles III-B, III-C1, III-C2, III-E, Proposition A, and Attachment I – IV, which constitutes the entire understanding and agreement of the parties.

IN WITNESS THEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly appointed representatives.

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Executed this \_\_\_\_\_ day of

Date: \_\_\_\_\_

\_\_\_\_\_, 2017  
For: THE CITY OF LOS ANGELES

LAURA TREJO  
General Manager  
Los Angeles Department of Aging

ATTEST:

Holly Wolcott, City Clerk

By: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

Executed this \_\_\_\_\_ day of

Date: \_\_\_\_\_

\_\_\_\_\_, 2017  
For:

(Contractor Corporate Seal)

By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

By: \_\_\_\_\_  
Name:  
Title:

City Business License #  
Internal Revenue Service Taxpayers I.D.