

COUNTY OF MARIN
STANDARD SHORT FORM CONTRACT

THIS AGREEMENT is made and entered into this day July 1, 2008 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and, **Family Caregiver Alliance** hereinafter referred to as "Contractor "

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Family Caregiver Support; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$57,282** including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on **July 1, 2008**, and shall terminate on **June 30, 2009**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00) with a two million dollar (\$2,000,000) aggregate limit. The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-insure shall be provided to County prior to commencement of work.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. 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 twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C. If the deductible or self-insured retention amount exceeds \$100,000, the County may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 20. NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below.
All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager:	Nick Trunzo, Director
Dept./Location:	Department of Health & Human Services Division of Aging and Adult Services
	10 N. San Pedro Rd, Suite 1012 San Rafael, CA 94903
Telephone No.:	Phone: (415) 499-7396 Fax: (415) 499-5055 Email: agingandadult@co.marin.ca.us

Notices shall be given to Contractor at the following address:

Contractor:	Kathleen Kelly, Executive Director
Address:	Family Caregiver Alliance 180 Montgomery Street, Suite 1100
	San Francisco, CA 94104
Telephone No.:	(415) 434-3388 FAX (415) 343-3508

20. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> <u>Scope of Services</u>	<u>Kel</u>
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> <u>Fees and Payment</u>	<u>Kel</u>
<u>EXHIBIT C.</u>	<input type="checkbox"/> <u>Insurance Reduction/Waiver</u>	
<u>OTHER REQUIRED</u>	<input checked="" type="checkbox"/> <u>Exhibit G- Audits, Non-discrimination</u>	
<u>EXHIBITS (HHS</u>	<input checked="" type="checkbox"/> <u>Exhibit K – Division of Aging and Adult</u>	<u>Kel</u>
<u>USE ONLY)</u>	<u>Services Programs</u>	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

APPROVED BY
COUNTY OF MARIN:

By: _____
Harold C. Brown, Jr., PRESIDENT, BOARD OF SUPERVISORS

CONTRACTOR:

By: Kathleen A. Kelly
Name: Kathleen A. Kelly
Telephone No.: 415.434.3388
Date: 2/4/09

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- ☐ Contract Requires Board of Supervisors' Approval
- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by County Counsel at Department's Request

County Counsel: _____
Date: _____

EXHIBIT "A"

MARIN COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF AGING AND ADULT SERVICES

SCOPE OF SERVICES
FY 2008/09

1. **Provider:** Family Caregiver Alliance
2. **Program Name:** Family Caregiver Support Program (FCSP)
3. **Program Goal:** To provide a comprehensive system of family caregiver support services that meets the needs of a diverse caregiver population.
4. **Performance Objective:** 75% of clients report high or extremely high satisfaction with the services they receive.
5.

Division of Aging and Adult Services Grant Award	\$53,961
DHHS Additional Funding	\$3,321
Total Grant Award	\$57,282
6. **Program Scope:** Provide an array of caregiver support services to family caregivers, which may include grandparents raising grandchildren, either directly to clients or through subcontracts with other agencies.

Definitions:

(1) FAMILY CAREGIVER- The term 'family caregiver' means an adult family member 18 years or older, or another individual, who is an informal (unpaid) provider of care to an individual of any age with Alzheimer's disease or related disorder with neurological and organic brain dysfunction.

(2) GRANDPARENT - The term 'grandparent' means a grandparent or older individual 55 years of age or older who is a relative caregiver of a child by blood, marriage, or adoption.

(a) lives with the child;

(b) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and

(c) has a legal relationship to the child, as such legal custody or guardianship, or is raising the child informally.

(3) CHILD- The term "child" means an individual of any age with a disability.

7. **Priorities:** Priority for services shall be given to older individuals with greatest social and economic need, (with particular attention to low-income older individuals) and older individuals providing care and support to persons with mental retardation and related developmental disabilities (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001). If serving grandparents, priority will be given to caregivers 55 years or older of children with severe disabilities as required by the Older

Americans Act Sec. 372 (b)(2).

8. **Service Provider Responsibilities**

At a minimum, the service provider will conduct the following:

- a) Be bound by Title III E of the Older Americans Act.
- b) Coordinate and maximize to the fullest extent possible all existing avenues of informal and referred services within the existing provider and volunteer network throughout the county. Obtain client release of information to share with appropriate sources.
- c) Maintain accurate and comprehensive client case files that are kept confidential and secured.
- d) Provide on-going staff training and development opportunities.
- e) License and utilize computerized data reporting systems (i.e. the Senior Assistance and Management System or SAMS) to comply with California Department of Aging (CDA), National Aging Program Information System (NAPIS) and Division of Aging and Adult Services reporting requirements. As well, utilize the SAMS data reporting system monthly to report services provided by subcontracted agencies. Submit service and financial reports by the due date each month: the 15th for data reporting and the 20th for financial invoices.
- f) As one of the lead agency for FCSP in Marin County, develop and conduct regular outreach activities to publicize the program and generate appropriate client referrals, including a demonstrated ability to serve minority and low-income populations.
- g) Monitor subcontractors annually to ensure, at a minimum, effective provision of services, adequate data tracking systems, correct financial claims, and clients' satisfaction with the subcontractors. (Technical assistance is available from the Division of Aging and Adult Services to execute this activity of the Agreement.)
- h) Cooperate with the Division of Aging and Adult Services on all program evaluation activities.
- i) Attend all mandatory sub-contractor meetings scheduled by the Division of Aging and Adult Services
- j) The number of minority elders served shall be, at a minimum, in the same proportion as represented in Marin's older population.
- k) Funds shall supplement, and not supplant, any Federal, State, or local funds.

9. **Minority Service Priority** (pursuant to Older Americans Act Sec. 306.(a)(5)(A)(ii)): In order to satisfy the service needs of low income minority individuals, the provider will give priority to minority persons when hiring new staff or recruiting new volunteers.

10. **DHHS Additional Funding.** Additional Funding in the amount of \$3,321 will be provided after six months of satisfactory contract performance. The total DHHS additional funding may be invoiced for the full amount **before 6/30/09**.

11. Service Units

The following table describes the total service units to be provided in FY 08-09 and the definitions of the services.

Service Category/Unit	Description	Services to be Provided	Total Units
Access Assistance Unit: 1 contact	Provision of caregiver outreach, caregiver information and assistance and caregiver interpretation/translation services in order to link caregivers to the opportunities and services that are available	➤ Caregiver Information and Assistance	50
Information Services Unit: 1 activity	Provision of public information on caregiving and/or community education on caregiving, including information about available services.	➤ Community Education on Caregiving	2
Respite Care Unit: 1 hour	Brief period of relief or rest from caregiving responsibilities, and is provided to caregivers on an intermittent, occasional, or emergency basis in a manner that responds to the <u>individual needs</u> and preferences of caregivers and their care receivers, rather than a pre-established set amount offered on a "first come, first served" waiting list basis.	➤ Respite in-home supervision ➤ Respite in-home personal care. ➤ Respite out-of-home day ➤ Respite out-of-home overnight	1000
Support Services Unit: 1 hour	Provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and (if necessary) caregiver case management	➤ Caregiver assessment ➤ Caregiver counseling ➤ Case management ➤ Caregiver support group	200
Supplemental Services (depends on service proposed)	Caregiver-centered assistance offered on a limited basis to support and strengthen the caregiving efforts. Supplemental services shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child.	➤ Caregiver legal assistance. Unit: 1 hour equals one occurrence.	12

Budget Summary

Agency: Family Caregiver Alliance

Title of Project: Title III-E NFCSP

Project Period: July 1, 2008 - June 30, 2009

Budget Category	Grant Award	Match Cash	Match In-Kind	Program Income*	Non-Match Cash	Non-Match In-Kind	Totals:	Budget Break Totals#
Personnel	\$ 31,667	\$ -	\$ 7,917	\$ -		\$ -	\$ 39,584	\$ 31,667
Travel	\$ 2,400	\$ -	\$ 600		\$ -	\$ -	\$ 3,000	\$ 2,400
Staff/Volunteer Training						\$ -	\$ -	\$ -
Equipment			\$ -				\$ -	\$ -
Consultants						\$ -	\$ -	\$ -
Other Costs	\$ 23,215		\$ 5,804	\$ -		\$ -	\$ 29,019	\$ 23,215
Totals:	\$ 57,282	\$ -	\$ 14,321	\$ -	\$ -	\$ -	\$ 71,603	\$ 57,282

from Budget Category Breakdown Sheet (DO NOT COMPLETE HERE!)

* Program Income is defined as earnings by an Area Agency or service provider realized from grant-supported activities. The following types are considered program income: participant donations specific to project, usage or rental fees, sale of assets purchased w/grant funds, royalties on patents & copyrights, interest on savings accounts. PROGRAM INCOME cannot be used as agency match.

Contract with County of Marin	Amount
Area Aging Grant Award	53,961
DHS Funding (if applicable)	3,321
Total of Contract	\$ 57,282

Budget Categories Breakdown

Agency: Family Caregiver Alliance

FY: July 1, 2008 - June 30, 2009		Subtotal	Category Total
1.0 Personnel			\$31,667.12
a.	Paid personnel (salaried or waged) <i>Indicate job title, F/T equivalent %age, etc. specifically assigned to this program</i>		
	Manager, Fiscal Operations	\$1,617.00	
	Director, Programs	\$2,744.00	
	Family Consultant	\$14,350.00	
	Program Associate - 1	\$1,500.00	
	Program Associate - 2	\$1,500.00	
	Administrative Assistant, Programs	\$1,172.00	
	Fiscal Assistant, Programs	\$655.00	
	Education Coordinator, Programs	\$2,000.00	
b.	Contract personnel supporting your agency <i>Provide agency name, rate information, etc.</i>		
c.	Volunteers or in-kind personnel specific to program <i>(check with Marin Volunteer Ctr. for appropriate volunteer reimbursement rates)</i>	\$0.00	
d.	Vacation relief - Per Diem Program Assistants	\$0.00	
1.1	Fringe Benefits (enter percentage in cell below) 24.00%	\$6,129.12	
2.0 Travel			\$2,400.00
a.	(____ months X ____100____ miles ____cents)	\$2,400.00	
b.	Other	\$0.00	
3.0 Staff/Volunteer Training			\$0.00
a.		\$0.00	
b.		\$0.00	
4.0 Equipment (expendable - list individually)			\$0.00
5.0 Consultants (list below, individually)			\$0.00
		\$0	
		\$0.00	

	\$0.00
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6.0 Other Costs		\$23,215
6.1 Space		\$3,321 00
a. Rental space annual cost	\$192,000.00	
% attributable to grant funded program	1.73%	
b. Telephone annual cost	\$27,500.00	\$0.00
% attributable to grant funded program	0.00%	
c. Utilities	\$0.00	\$0.00
% attributable to grant funded program	0.00%	
d. Maintenance/Janitorial Service	\$0.00	\$0.00
% attributable to grant funded program	0.00%	
e. Insurance annual cost	\$0.00	
f. Other (please explain below):		
6.2 Supplies		
a. Office Supplies	\$0.00	
b. Postage	\$394.00	
c. Other (please explain below):	\$0.00	
6.3 Printing		
a. Duplicating	\$0.00	
b. Other (please explain below):	\$0.00	
6.4 Equipment Rental (indicate items and annual fees below)		
	\$0.00	
6.5 Audit	\$0.00	
6.6 Memberships (list specifics below)		
	\$0.00	
6.7 Subscriptions (list specifics below)		
	\$0.00	
	\$0.00	
6.9 Other (please explain below):		
Respite	\$12,900.00	
Legal Consultation	\$1,800.00	
Counseling	\$2,400.00	
Sub-contracted services	\$2,400.00	

Total Program Costs:

\$57,282

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

B.1. BASE CONTRACT FEE: COUNTY shall pay CONTRACTOR during the term of this contract (July 1, 2008 through June 30, 2009). CONTRACTOR shall submit requests for payment. No costs incurred by CONTRACTOR prior to the effective date of the contract should be included in the invoices, nor paid by the COUNTY.

B.2. CONSIDERATIONS:

- 1) In no event shall total compensation paid to Contractor under this provision exceed \$57,282 without a written amendment to this Agreement, approved by the County of Marin. Said sum to be payable as follows: subject to the availability of funds, compliance with insurance requirements as hereinafter provided, and completion of the contract services to County's satisfaction. Payment amount will be based upon receipt of contractor's financial statement and request for funds, as expended. Payment will be made following County's receipt of a timely, accurate and accepted invoice .

EXHIBIT "G"

AUDITS, NON-DISCRIMINATION

1. AUDITS/RECORDS:

- 1.1 Contractor shall maintain books, records, files, documents and other evidence directly pertinent to all work under this Agreement in accordance with accepted professional practices and accounting procedures and according to statutory agreements for the applicable time mandated, and in no case less than seven (7) years after the termination of the Agreement. County, or any of its duly authorized representatives, shall have access to such books, records, files, documents and other evidence for purposes of inspection, evaluation, audit or copying. Contractor will furnish County a certified copy of an Audit Report from an independent CPA firm by October 31, for the report covering the County's fiscal year that ended the previous June 30. The Audit Report will cover the County's fiscal year and include the independent CPA firm's review of each program operated by Contractor, with review of both expenditures and revenues for each program.
- 1.2 Contractor will provide County with a letter from the chair of the Contractor's Board of Directors certifying that the Board of Directors has reviewed the Audit Report.

2. NON-DISCRIMINATION IN THE PROVISION OF SERVICES:

- 2.1 Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based upon race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances. In the performance of the terms of this Agreement, Contractor shall not discriminate against any employee or applicant for employment, or against any applicant for or beneficiary of services, because of race, sex, sexual orientation, HIV status, color, religion, ancestry, national origin, age, disability, or any other unlawful basis.
- 2.2 Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment without regard to their race, sex, sexual orientation, HIV status, color, religion, ancestry, national origin, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth Fair Employment Practices outlined in this section. Contractor shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this Agreement.
- 2.3 Contractor shall develop and implement policies and procedures to ensure that all services provided under this Agreement are rendered in a manner that conforms to all local, State and federal non-discrimination statutes, regulations and ordinances, including but not limited to race, gender, national origin, disability or medical condition such as a diagnosis of Acquired Immune Deficiency Syndrome (AIDS), or upon testing positive for Human Immunodeficiency Virus (HIV), or all other applicable nondiscrimination provisions. Contractor shall ensure that its staff is adequately trained regarding these non-discrimination provisions, policies and procedures, including those that involve specific disease-related problems, issues and special recovery needs.

3. Disaster Plan:

- 3.1 Contractor shall have in place, and shall provide to the County, its plan for the referral and/or treatment of clients in the case of a disaster.

EXHIBIT "K"

DIVISION OF AGING AND ADULT SERVICES PROGRAMS

1. Contractor's Compliance with Provisions of State Contract
 - A. Contractor acknowledges that this Agreement is a subcontract to an Agreement between the County and the State (hereinafter "State Contract"). The State Contract requires that the County contractually obligate any of its subcontractors to also comply with the terms and conditions of the State Contract. Contractor hereby agrees to comply with the terms and conditions of the State Contract, a copy of which is attached hereto as Exhibit K-1. In addition, funds available under this Contract are depending upon funding from the state. Lack of funding from the State will result in termination of this Agreement.
 - B. In the event the State Contract requires the County to notify the State of a breach of privacy and/or security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI"), Contractor shall immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by Contractor, notify County of such breach by telephone and email or facsimile. Contractor further agrees that it shall notify County of any such breaches prior to the time the County is required to notify the State pursuant to the State Contract.
 - C. In the event the State Contract requires the County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on Count's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.

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In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$47,940** including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on **July 1, 2008**, and shall terminate on **June 30, 2009**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00) with a two million dollar (\$2,000,000) aggregate limit. The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-insure shall be provided to County prior to commencement of work.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. 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 twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C. If the deductible or self-insured retention amount exceeds \$100,000, the County may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 20. NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Nick Trunzo, Director

Dept /Location: Department of Health & Human Services
Division of Aging and Adult Services

10 N. San Pedro Rd, Suite 1012
San Rafael, CA 94903

Telephone No : Phone: (415) 499-7396
Fax: (415) 499-5055
Email: agingandadult@co.marin.ca.us

Notices shall be given to Contractor at the following address:

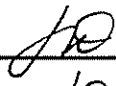


Contractor: Joan Davis, Regional Director

Address: Alzheimer's Association, North Bay Area Chapter

4340 Redwood Hwy, Suite D314, San Rafael, CA 94903

Telephone No.: (415)-472-4340 (415)472-4350

20. ACKNOWLEDGEMENT OF EXHIBITS


	<input checked="" type="checkbox"/> Check applicable Exhibits	CONTRACTOR'S INITIALS
EXHIBIT A.	X Scope of Services	
EXHIBIT B.	X Fees and Payment	
EXHIBIT C.	Insurance Reduction/Waiver	
OTHER REQUIRED EXHIBITS (HHS USE ONLY)	X Exhibit G- Audits, Non-discrimination	
	X Exhibit K - Division of Aging and Adult Services Programs	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

APPROVED BY
COUNTY OF MARIN:

By: _____
Harold C. Brown, Jr., PRESIDENT, BOARD OF SUPERVISORS

CONTRACTOR:

By: 
Name: Joan Davis
Telephone No.: 415-472-4340
Date: February

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- ☐ Contract Requires Board of Supervisors' Approval
- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by County Counsel at Department's Request

County Counsel: _____

Date: _____

EXHIBIT "A"

MARIN COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF AGING AND ADULT SERVICES

SCOPE OF SERVICES
FY 2008/09

1. **Provider:** Alzheimer's Association
2. **Program Name:** Family Caregiver Support Program (FCSP)
3. **Program Goal:** To provide a comprehensive system of family caregiver support services that meets the needs of a diverse caregiver population.
4. **Performance Objective:** 75% of clients report high or extremely high satisfaction with the services they receive.
5.

Division of Aging and Adult Services Grant Award	\$44,619
DHHS Additional Funding	\$3,321
Total Grant Award	\$47,940
6. **Program Scope:** Provide an array of caregiver support services to family caregivers, which may include grandparents raising grandchildren, either directly to clients or through subcontracts with other agencies.

Definitions:

(1) FAMILY CAREGIVER- The term 'family caregiver' means an adult family member 18 years or older, or another individual, who is an informal (unpaid) provider of care to an individual of any age with Alzheimer's disease or related disorder with neurological and organic brain dysfunction.

(2) GRANDPARENT - The term 'grandparent' means a grandparent or older individual 55 years of age or older who is a relative caregiver of a child by blood, marriage, or adoption.

(a) lives with the child;

(b) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and

(c) has a legal relationship to the child, as such legal custody or guardianship, or is raising the child informally.

(3) CHILD- The term 'child' means an individual of any age with a disability.

7. **Priorities:** Priority for services shall be given to older individuals with greatest social and economic need, (with particular attention to low-income older individuals) and older individuals providing care and support to persons with mental retardation and related developmental disabilities (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001). If serving grandparents, priority will be given to caregivers 55 years or older of children with severe disabilities as required by the Older

Americans Act Sec. 372 (b)(2).

8. **Service Provider Responsibilities**

At a minimum, the service provider will conduct the following:

- a) Be bound by Title III E of the Older Americans Act.
- b) Coordinate and maximize to the fullest extent possible all existing avenues of informal and referred services within the existing provider and volunteer network throughout the county. Obtain client release of information to share with appropriate sources.
- c) Maintain accurate and comprehensive client case files that are kept confidential and secured.
- d) Provide on-going staff training and development opportunities.
- e) License and utilize computerized data reporting systems (i.e. the Senior Assistance and Management System or SAMS) to comply with California Department of Aging (CDA), National Aging Program Information System (NAPIS) and Division of Aging and Adult Services reporting requirements. As well, utilize the SAMS data reporting system monthly to report services provided by subcontracted agencies. Submit service and financial reports by the due date each month: the 15th for data reporting and the 20th for financial invoices.
- f) As one of the lead agency for FCSP in Marin County, develop and conduct regular outreach activities to publicize the program and generate appropriate client referrals, including a demonstrated ability to serve minority and low-income populations.
- g) Monitor subcontractors annually to ensure, at a minimum, effective provision of services, adequate data tracking systems, correct financial claims, and clients' satisfaction with the subcontractors. (Technical assistance is available from the Division of Aging and Adult Services to execute this activity of the Agreement.)
- h) Cooperate with the Division of Aging and Adult Services on all program evaluation activities.
- i) Attend all mandatory sub-contractor meetings scheduled by the Division of Aging and Adult Services
- j) The number of minority elders served shall be, at a minimum, in the same proportion as represented in Marin's older population.
- k) Funds shall supplement, and not supplant, any Federal, State, or local funds.

9. **Minority Service Priority** (pursuant to Older Americans Act Sec. 306 (a)(5)(A)(ii)): In order to satisfy the service needs of low income minority individuals, the provider will give priority to minority persons when hiring new staff or recruiting new volunteers.

10. **DHHS Additional Funding.** Additional Funding in the amount of \$3,321 will be provided after six months of satisfactory contract performance. The total DHHS additional funding may be invoiced for the full amount **before 6/30/09**.

11. Service Units

The following table describes the total service units to be provided in FY 08-09 and the definitions of the services.

Service Category/Unit	Description	Services to be Provided	Total Units
Access Assistance Unit: 1 contact	Provision of caregiver outreach, caregiver information and assistance and caregiver interpretation/translation services in order to link caregivers to the opportunities and services that are available	➤ Caregiver Outreach	25
Information Services Unit: 1 activity	Provision of public information on caregiving and/or community education on caregiving, including information about available services.	➤ Community Education for Caregivers	22
Respite Care Unit: 1 hour	Brief period of relief or rest from caregiving responsibilities, and is provided to caregivers on an intermittent, occasional, or emergency basis in a manner that responds to the <u>individual needs</u> and preferences of caregivers and their care receivers, rather than a pre-established set amount offered on a "first come, first served" waiting list basis.	➤ Respite Institutional ➤ Respite In-Home ➤ Respite Day Care	1,028
Support Services Unit: 1 hour	Provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and (if necessary) caregiver case management	➤ Case Management ➤ Caregiver Counseling ➤ Caregiver Support Groups ➤ Caregiver Training	411

Budget Summary

Agency: Alzheimer's Association
 Title of Project: Family Caregiver Program
 Project Period: July 1, 2008 - June 30, 2009

Budget Category Information	Service	Grant Award	Match Cash	Match In-Kind	Program Income*	Non-Match Cash	Non-Match In-Kind	Totals:
Personnel		\$ 1,473	\$ 368		\$ -		\$ -	\$ 1,841
Travel			\$ 11			\$ -	\$ -	\$ 11
Staff/Volunteer Training							\$ -	\$ -
Equipment				\$ -				\$ -
Consultants							\$ -	\$ -
Other Costs		\$ 735	\$ 605		\$ -		\$ -	\$ 1,340
Totals:		\$ 2,208	\$ 984	\$ -	\$ -	\$ -	\$ -	\$ 3,192

Budget Category Access	Grant Award	Match Cash	Match In-Kind	Program Income*	Non-Match Cash	Non-Match In-Kind	Totals:
Personnel		\$ -		\$ -		\$ -	\$ -
Travel		\$ -			\$ -	\$ -	\$ -
Staff/Volunteer Training						\$ -	\$ -
Equipment			\$ -				\$ -
Consultants						\$ -	\$ -
Other Costs	\$ 1,125			\$ -		\$ -	\$ 1,125
Totals:	\$ 1,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,125

Budget Category Caregiver Support	Grant Award	Match Cash	Match In-Kind	Program Income*	Non-Match Cash	Non-Match In-Kind	Totals:
Personnel	\$ 19,567	\$ 4,892		\$ -		\$ -	\$ 24,459
Travel		\$ 151			\$ -	\$ -	\$ 151
Staff/Volunteer Training						\$ -	\$ -
Equipment			\$ -				\$ -
Consultants						\$ -	\$ -
Other Costs	\$ 4,884	\$ 8,032		\$ -		\$ -	\$ 12,916
Totals:	\$ 24,451	\$ 13,075	\$ -	\$ -	\$ -	\$ -	\$ 37,526

Budget Category Respite	Grant Award	Match Cash	Match In-Kind	Program Income*	Non-Match Cash	Non-Match In-Kind	Totals:
Personnel		\$ -		\$ -		\$ -	\$ -
Travel		\$ -			\$ -	\$ -	\$ -
Staff/Volunteer Training						\$ -	\$ -
Equipment			\$ -				\$ -
Consultants						\$ -	\$ -
Other Costs	\$ 16,835			\$ -		\$ -	\$ 16,835
Totals:	\$ 16,835	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,835

from Budget Category Breakdown Sheet (DO NOT COMPLETE HERE!)

* Program Income is defined as earnings by an Area Agency or service provider realized from grant-supported activities. The following types are considered program income: participant donations specific to project, usage or rental fees, sale of assets purchased w/grant funds, royalties on patents & copyrights, interest on savings accounts. PROGRAM INCOME cannot be used as agency match.

Contract with County of Marin	Amount
Area Aging Grant Award	44,619
HHS COLA (if applicable)	3,321
Total of Contract	\$ 47,940

Budget Categories Breakdown

Agency: Alzheimer's Association

FY: July 1, 2008 - June 30, 2009		Subtotal	Category Total
1.0 Personnel			\$26,300.00
a Paid personnel (salaried or waged) <i>Indicate job title, F/T equivalent %age, etc specifically assigned to this program</i> Family Care Associate (33%) Program director (7%)		\$17,260.00 \$3,780.00	
b Paid personnel (contracted) <i>Provide agency name, rate information, etc</i>			
c Volunteers or in-kind personnel specific to program (<i>check with Marin Volunteer Ctr. for appropriate volunteer reimbursement rates</i>)		\$0.00	
d Vacation relief - Per Diem Program Assistants		\$0.00	
1.1 Fringe Benefits (enter percentage in cell below) 25.00%		\$5,260.00	
2.0 Travel			\$162.00
a (<u>12</u> months X <u>30</u> miles X <u>45</u> cents)		\$162.00	
b Other		\$0.00	
3.0 Staff/Volunteer Training			\$0.00
a		\$0.00	
b		\$0.00	
4.0 Equipment (expendable - list individually)			\$0.00
5.0 Consultants (list below, individually)			\$0.00
		\$0	
		\$0.00	

	\$0.00
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6.0 Other Costs		\$32,216
6.1 Space		\$5,200.00
a. Rental space annual cost	\$26,000 00	
% attributable to grant funded program	20 00%	
b. Telephone annual cost	\$8,400 00	\$1,680.00
% attributable to grant funded program	20 00%	
c. Utilities	\$2,400 00	\$480.00
% attributable to grant funded program	20 00%	
d. Maintenance/Janitorial Service	\$0 00	\$0.00
% attributable to grant funded program	0.00%	
e. Insurance annual cost	\$0 00	
f. Other (please explain below):		
6.2 Supplies		
a. Office Supplies	\$634 00	
b. Postage	\$643 00	
c. Other (please explain below):	\$0 00	
6.3 Printing		
a. Duplicating	\$0 00	
b. Other (please explain below):	\$0 00	
6.4 Equipment Rental (indicate items and annual fees below)		
	\$0 00	
6.5 Audit	\$0 00	
6.6 Memberships (list specifics below)		
	\$0 00	
6.7 Subscriptions (list specifics below)		
SAMS license fee	\$500 00	
	\$0 00	
6.9 Other (please explain below):Sub-Contractors		
Lighthouse of Marin [Information Svcs, Support Svcs]	\$1,769 00	
Senior Access [Respite]	\$7,410 00	
Spectrum [Access Assistance]	\$1,000 00	
West Marin Sr Services [Respite, support Services]	\$12,900.00	

Total Program Costs:

\$58,678

Budget Summary

Agency: Alzheimer's Association
 Title of Project: Family Caregiver Program
 Project Period: July 1, 2008 - June 30, 2009

Budget Category Information	Service	Grant Award	Match Cash	Match In-Kind	Program Income*	Non-Match Cash	Non-Match In-Kind	Budget Summary Totals:	Budget Category Breakdown Totals#
Personnel		\$ 21,040	\$ 5,260	\$ -	\$ -	\$ -	\$ -	\$ 26,300	\$ 26,300
Travel		\$ -	\$ 162	\$ -	\$ -	\$ -	\$ -	\$ 162	\$ 162
Staff/Volunteer Training		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultants		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs		\$ 23,579	\$ 8,637	\$ -	\$ -	\$ -	\$ -	\$ 32,216	\$ 32,216
Totals:		\$ 44,619	\$ 14,059	\$ -	\$ -	\$ -	\$ -	\$ 58,678	\$ 58,678

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

B.1. BASE CONTRACT FEE: COUNTY shall pay CONTRACTOR during the term of this contract (July 1, 2008 through June 30, 2009). CONTRACTOR shall submit requests for payment. No costs incurred by CONTRACTOR prior to the effective date of the contract should be included in the invoices, nor paid by the COUNTY.

B.2. CONSIDERATIONS:

- 1) In no event shall total compensation paid to Contractor under this provision exceed \$47,940 without a written amendment to this Agreement, approved by the County of Marin. Said sum to be payable as follows: subject to the availability of funds, compliance with insurance requirements as hereinafter provided, and completion of the contract services to County's satisfaction. Payment amount will be based upon receipt of contractor's financial statement and request for funds, as expended. Payment will be made following County's receipt of a timely, accurate and accepted invoice ..

EXHIBIT "G"

AUDITS, NON-DISCRIMINATION

1. AUDITS/RECORDS:

- 1.1 Contractor shall maintain books, records, files, documents and other evidence directly pertinent to all work under this Agreement in accordance with accepted professional practices and accounting procedures and according to statutory agreements for the applicable time mandated, and in no case less than seven (7) years after the termination of the Agreement. County, or any of its duly authorized representatives, shall have access to such books, records, files, documents and other evidence for purposes of inspection, evaluation, audit or copying. Contractor will furnish County a certified copy of an Audit Report from an independent CPA firm by October 31, for the report covering the County's fiscal year that ended the previous June 30. The Audit Report will cover the County's fiscal year and include the independent CPA firm's review of each program operated by Contractor, with review of both expenditures and revenues for each program.
- 1.2 Contractor will provide County with a letter from the chair of the Contractor's Board of Directors certifying that the Board of Directors has reviewed the Audit Report.

2. NON-DISCRIMINATION IN THE PROVISION OF SERVICES:

- 2.1 Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based upon race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances. In the performance of the terms of this Agreement, Contractor shall not discriminate against any employee or applicant for employment, or against any applicant for or beneficiary of services, because of race, sex, sexual orientation, HIV status, color, religion, ancestry, national origin, age, disability, or any other unlawful basis.
- 2.2 Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment without regard to their race, sex, sexual orientation, HIV status, color, religion, ancestry, national origin, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth Fair Employment Practices outlined in this section. Contractor shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this Agreement.
- 2.3 Contractor shall develop and implement policies and procedures to ensure that all services provided under this Agreement are rendered in a manner that conforms to all local, State and federal non-discrimination statutes, regulations and ordinances, including but not limited to race, gender, national origin, disability or medical condition such as a diagnosis of Acquired Immune Deficiency Syndrome (AIDS), or upon testing positive for Human Immunodeficiency Virus (HIV), or all other applicable nondiscrimination provisions. Contractor shall ensure that its staff is adequately trained regarding these non-discrimination provisions, policies and procedures, including those that involve specific disease-related problems, issues and special recovery needs.

3. Disaster Plan:

- 3.1 Contractor shall have in place, and shall provide to the County, its plan for the referral and/or treatment of clients in the case of a disaster.

EXHIBIT "K"

DIVISION OF AGING AND ADULT SERVICES PROGRAMS

1. Contractor's Compliance with Provisions of State Contract
 - A. Contractor acknowledges that this Agreement is a subcontract to an Agreement between the County and the State (hereinafter "State Contract"). The State Contract requires that the County contractually obligate any of its subcontractors to also comply with the terms and conditions of the State Contract. Contractor hereby agrees to comply with the terms and conditions of the State Contract, a copy of which is attached hereto as Exhibit K-1. In addition, funds available under this Contract are depending upon funding from the state. Lack of funding from the State will result in termination of this Agreement.
 - B. In the event the State Contract requires the County to notify the State of a breach of privacy and/or security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI"), Contractor shall immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by Contractor, notify County of such breach by telephone and email or facsimile. Contractor further agrees that it shall notify County of any such breaches prior to the time the County is required to notify the State pursuant to the State Contract.
 - C. In the event the State Contract requires the County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on Count's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.