

# City of Cambridge

MASSACHUSETTS

In City Council

October 5,

1981

AGENDA ITEM NINETEEN C  
ACCEPTANCE OF A DONATION OF \$7,000 FROM THE CITY OF  
SOMERVILLE TO THE HUMAN SERVICE PROGRAMS

	YEA	NAY	ABSENT	PRESENT
Mr. Kevin P. Crane	✓			
Mr. Thomas W. Danehy	✓			
Ms. Saundra Graham	✓			
Mr. Leonard J. Russell	✓			
Mr. David E. Sullivan	✓			
Mr. Walter J. Sullivan			✓	
Mr. Alfred Vellucci	✓			
Mr. David A. Wylie	✓			
Mayor Francis H. Duehay	✓			

8 0 1

# City of Cambridge

MASSACHUSETTS

In City Council October 5, 1981

AGENDA ITEM NINETEEN C  
APPROPRIATION OF A DONATION OF \$7,000 FROM THE CITY OF  
SOMERVILLE TO THE HUMAN SERVICE PROGRAMS

	YEA	NAY	ABSENT	PRESENT
Mr. Kevin P. Crane	✓			
Mr. Thomas W. Danehy	✓			
Ms. Sandra Graham	✓			
Mr. Leonard J. Russell	✓			
Mr. David E. Sullivan	✓			
Mr. Walter J. Sullivan			✓	
Mr. Alfred Vellucci	✓			
Mr. David A. Wylie	✓			
Mayor Francis H. Duehay	✓			

8 0 1



OFFICE OF PLANNING & COMMUNITY DEVELOPMENT  
CITY HALL

SOMERVILLE, MASSACHUSETTS 02143

EUGENE C. BRUNE

MAYOR

E. THOMAS PELHAM  
DIRECTOR

ASSISTANT DIRECTORS  
MARK A. BARNARD  
MICHAEL A. CAMPBELL  
GEORGE A. CICCONE  
PAMELA J. FRECHETTE

October 2, 1981

Mr. Robert W. Healey, Acting City Manager  
City Hall Annex  
51 Inman Street  
Cambridge, MA 02139

Dear Mr. Healey:

This is to inform you of our intention to work cooperatively with the City of Cambridge to provide funding for the Child Care Resource Center, 187 Hampshire Street.

It is our understanding that the Resource Center has negotiated a Title XX donated funds contract with the Department of Social Services to provide Information and Referral, training and technical assistance to day care providers and consumers in Somerville and Cambridge. In order to obtain these services for its citizens, the City of Somerville wishes to donate a sum not to exceed seven thousand dollars (\$7,000.00) to the City of Cambridge to be combined with eighteen thousand dollars (\$18,000.00) from Cambridge to be donated to the Department of Social Services. Each city would receive service from the Resource Center in proportion to the share of funding it provides.

Thank you for your cooperation.

Sincerely,

Michael T. Costa  
Block Grant Manager

MTC/cd

**Provider Information**

Provider: Dept. of Human Services  
(Billing)

Martin Luther King Day Care Ctr.

Address: 51 INMAN ST. CAMBRIDGE, MA  
(Billing)

100 Putnam Ave.  
(Site)

Cambridge, Ma. 02139

Contact Person: CAROLE CORNELISON

Phone #: 498-9037

Geographic Area of Contract (Specific Towns  
Less Entire DSS Area Covered)

CAMBRIDGE

**Attachments**  
(Check When Complete)

Contract Authorization/  
Financial Disclosure Form

Budget:

Holidays/Closures:

Licenses:

Donation Agreement

Profit:  Non-Profit:

**TYPE OF SERVICE**  
Pre-School DAY CARE

CONTRACT ID# \_\_\_\_\_ CHART OF ACCTS # \_\_\_\_\_

AF-7 SEQUENCE # 1 RATE FILING # \_\_\_\_\_

Period of Performance: 10/01/81 to 11/30/81

CURRENT CONTRACT INFORMATION			NEGOTIATED CONTRACT INFORMATION		
Max. Obligation	Unit Rate	Maintenance of Effort	Max. Obligation	Unit Rate	Maintenance of Effort
29,073. <sup>04</sup>	# Units	/ mo	FY82: 15,625.68	# Units	
	Daily Rate	/ yr	FY83: 8,748. <sup>52</sup>	Daily Rate	
	Slots/Days		TOTAL: <u>24,374.24</u>	% of Increase	
			% of Decrease	Slots/Days	
				Central Operating	

**Contribution by DSS Area**

<u>22</u>	<u>100</u>	\$ <u>24374.24</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

VENDOR CODE #	APPROPRIATION ACCOUNT #	OBJECT CODE #
	(6) (FY82) Contract Amount	(7) Anticipated Current Year Renewal
AF-7 CALCULATIONS	15,625.68	8,748.52
AMOUNT		21,078.96
UNITS	1472	824
		1984

Projected Fees from Sliding Fee Scale \$

**SPECIAL PROVISIONS**

195 x 1.25 x 8 = 1950

109 x 1.25 x 8 = 1090

261 x 1.25 x 8 = 2610

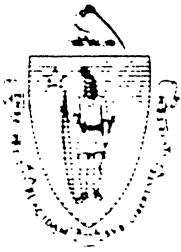
Date of Negotiation: \_\_\_\_\_

Negotiators: Mitzi Bramhall

Provider Representatives: \_\_\_\_\_

Jacquelyn P. NSEL

(signed)



EDWARD J. KING  
GOVERNOR

THOMAS H. D. MAHONEY, PH.D.  
SECRETARY

# The Commonwealth of Massachusetts

## Department of Elder Affairs

38 Chauncy Street, Boston, Mass. 02111

August 25, 1981

Ms. Christina Sieber  
Cambridge Council On Aging/  
Elderly Services, Dept.  
51 Inman St.  
Cambridge, Ma. 02139

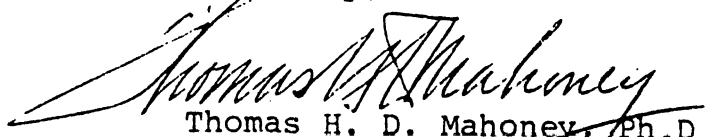
Dear Ms. Sieber:

I am pleased to inform you that your proposal for Demonstration Project funding has been favorably reviewed.

We would like to begin the contracting process as soon as possible. Please contact Francesca Yelton of my staff for an appointment to discuss contracting and billing procedures.

Your proposed program is both interesting and innovative. My staff and I look forward to working with you throughout the project period.

Sincerely,

  
Thomas H. D. Mahoney, Ph.D.  
Secretary of Elder Affairs

THDM:FY/ml

Contract No. 001

CONTRACT

THIS Contract entered into this 14 th day of September 1981, between the Department of Elder Affairs, a state agency of the Commonwealth of Massachusetts, established by Mass. G. L. C. 19A, as amended with its offices at 38 Chauncy Street, Boston, Massachusetts, (The Department) and Cambridge Council on Aging (The Contractor), a non-profit corporation organized under Mass.G.L.C. 180, with its principal office at 51 Inman Street Massachusetts. Cambridge

WITNESSETH

whereas, The Department of Elder Affairs has the duty of entering into contracts for demonstration projects and studies for purposes such as implementing alternative care programs for elders and assisting elders in retaining their individual preference for life style with the least restrictive care and assistance;

WHEREAS, the Contractor has submitted a proposal for implementing a demonstration project in accordance with the conditions and requirements of the Department and represents and warrants that it is ready, willing and able to perform the contract in accordance with these requirements; and

WHEREAS, The Department has selected Contractor to undertake this particular demonstration project and study,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Department and the Contractor agree as follows:

1. EFFECTIVE DATE AND PERIOD OF PERFORMANCE

This contract shall be effective as of the date hereinafter set

forth, and performance under this Contract shall commence on or about September 14, 19 81, in accordance with a written notice mailed by the Department to Contractor specifying the exact date on which performance is to commence. Said notice shall be considered to be part of the Contract. Performance shall continue until June 30, 19 82 unless earlier terminated in accordance with this Contract.

2. ADHERENCE TO PROPOSAL

The Contractor shall establish and implement its project in accordance with the terms set forth in the proposal, attached hereto, incorporated herein by reference and hereinafter identified as Attachment A. Any revisions to the proposal that may be mutually agreed to must be in writing and attached to the proposal.

3. COMPENSATION

The Department shall compensate the Contractor for costs incurred in accordance with the budget attached hereto, incorporated herein by reference and hereinafter referred to as Attachment B, but compensation shall in no event exceed the sum of \$ 18,808.00.

4. METHOD OF PAYMENT

a) The Contractor shall bill the Department and the Department shall pay the Contractor in accordance with the criteria and procedures set forth in the billing instructions, attached hereto, incorporated herein by reference, and hereinafter referred to as Attachment C, and the terms of this Contract.

b) The Department shall not reimburse the Contractor for any expenses other than those set forth in Attachment B.

c) The Department may audit and adjust invoices, any adjustment involving transfer of funds shall be with the consent of the Contractor, a copy of the adjusted invoice shall be mailed to Contractor. Nothing herein shall be construed to deprive the Department of its right to

recoup or offset overpayments. The Department may withhold payments to the Contractor upon the Contractor's failure to submit to the Department the reports required within the time periods specified in this Contract.

5. REQUIRED REPORTS AND MONITORING

a) The Contractor shall submit to the Department monthly program reports. To the extent practicable, the Contractor shall utilize the format recommended by the Department. Said monthly program reports shall be submitted to the Department by the Contractor along with the Contractor's monthly billings. The monthly program report shall indicate the Contractor's progress towards the achievement of the objectives, action steps, and the estimated project output set forth in Attachment A, and shall include: a description of the program activities and action steps to be undertaken during the following month.

b) Within fifteen (15) calendar days after the expiration of the second and fourth calendar months of the term of this Contract, the Contractor shall submit to the Department reports that indicate the Contractor's progress towards meeting the objectives and the progress towards accomplishing the action steps and estimated project output set forth in Attachment A. Said reports shall include an analysis of the extent to which the objectives, action steps and estimated project output set forth in Attachment A, were accomplished within the time frames set forth in Attachment A; an explanation of the results achieved by the Contractor, including an indication of which action steps the Contractor considers workable and which are not considered workable; a recommendation concerning which objectives, action steps and estimated project outputs should be readjusted to reflect the experience gained through

the operation of the program, and how any such adjustments should be undertaken; and, an analysis of the efficacy of the approach, selected by the Contractor, and set forth in Attachment A, to achieve the objectives set forth in Attachment A. Any minutes of advisory council meetings shall be submitted along with the reports required by the subsection. To the extent practicable, the Contractor shall utilize the format recommended by the Department in completing the reports required by this subsection.

c) The Contractor shall submit to the Department a final program report not later than thirty (30) calendar days after the date of expiration or termination of this Contract. The final program report shall contain an analysis of the Contractor's progress towards the accomplishment of the objectives, action steps and estimated project output set forth in Attachment A and shall include:

- 1) a description of the extent to which the action steps were actually implemented;
- 2) a description of the results achieved by the Contractor and the extent to which actual results coincided with the results which were intended;
- 3) an analysis of whether the actual results were adequate to meet the needs set forth in Attachment A;
- 4) an explanation of the results achieved;
- 5) an analysis of the efficacy of the approach selected to achieve the objectives set forth in Attachment A;
- 6) an analysis of which activities should be continued or discontinued, in order to meet the objectives set forth in Attachment A, should the project be continued or replicated;

- 7) a recommendation indicating the extent to which the objectives, action steps and estimated project output set forth in Attachment A, should be adjusted to reflect the experience gained through the operation of the project; and
- 8) the Contractor's plans to continue the project or to build upon the experience gained through the Contractor's operation of the demonstration project.

To the extent practicable, the Contractor shall utilize the format recommended by the Department, in the completion of the final program report.

d) The Contractor shall submit to the Department a final expenditure report not later than thirty (30) calendar days after the expiration or termination of this Contract. The final expenditure report shall separately list paid expenditures and obligations remaining to be paid and shall list expenditures and obligations for the period of this Contract against each budget line item as it appears in Attachment B.

e) The Contractor shall maintain all funds received pursuant to this Contract in an identifiable bookkeeping account and shall use such funds solely for the purposes set forth in this Contract and in accordance with Attachment B.

f) The Department may periodically evaluate the Contractor's performance under this Contract. The Contractor shall make available, at all reasonable times, its books, records, and documents pertaining to this Contract, for inspection by the Department or its authorized representatives.

g) The Contractor shall furnish to the Department such additional special reports and information as the Department may reasonably require.

h) The Contractor shall maintain an inventory of equipment which has been purchased with funds provided under this Contract and that has a useful life of more than one (1) year and a cost in excess of one hundred dollars (\$100.). This inventory shall include, with respect to each item:

- 1) a brief description;
- 2) manufacturer's serial number or an identifier assigned by the contractor;
- 3) acquisition date and cost; and
- 4) location and use.

i) The Contractor shall retain all books, records, including client case records, and documents pertaining to this Contract for a period of six (6) years after final payment under this Contract.

#### 6. TERMINATION FOR CONVENIENCE

Either party, upon thirty (30) days notice to the other party, may terminate this Contract, provided that any such termination shall not affect any obligation or liabilities which have accrued prior to such termination.

#### 7. TERMINATION FOR CAUSE

a) The Department may terminate this Contract if the Department determines that the Contractor has failed to comply with the provisions of this Contract in whole or in part. Any such termination shall become effective thirty (30) days from the date of written notification of termination;

b) If the Department determines that any non-compliance with the terms of this Contract on the part of the Contractor endangers the life, health, or safety of recipients of services under this Contract, it shall terminate this Contract by orally notifying the Contractor of termination followed by the mailing of written notification, return receipt requested, setting forth the reasons for termination, within three (3) business days following the oral notification. Termination pursuant to this subsection shall take effect upon the oral notification.

c) The Contractor may terminate this Contract prior to its expiration date, if the Department fails to comply with a material provision of this Contract. The Contractor shall furnish the Department with written notice of termination at least thirty (30) days prior to the effective date of termination.

#### 8. OBLIGATIONS UPON TERMINATION

Upon termination, all finished or unfinished documents, data, studies and reports shall be the property of the Department.

Upon termination the Contractor shall be entitled to compensation for satisfactory performance under this Contract, that has not previously been paid by the Department, provided that the Contractor shall submit to the Department properly completed invoices in accordance with Attachment C, no later than thirty (30) days after the termination of this Contract.

9. CONFIDENTIALITY

a) Statutes and Regulations. With regard to personal data maintained pursuant to this Contract, the Contractor shall comply with the provisions of G.L. c 66a §2, The Fair Information Practices Act, and shall comply with the provisions of the Department of Elder Affairs' Privacy and Confidentiality Regulations, 651 CMR 2.00, governing the use, safeguarding and access to personal data, provided that the Contractor shall furnish such information as is required under this Contract and such other information as may be necessary to allow the Department or its representatives to monitor the Contractor's performance under this Contract.

b) Information System. The Contractor shall furnish to the Department, within thirty (30) days following a request by the Department, a written description of the Contractor's system for gathering, storing and releasing personal data.

10. NON-DISCRIMINATION IN SERVICE DELIVERY

The Contractor shall not deny any services to or otherwise discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for the program, as provided in this Agreement, on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental handicap or because such person is a recipient of federal, state or local public assistance or housing subsidies.

The Contractor shall comply with all applicable provisions of:

- a) Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) - prohibiting discrimination on the basis of race, color or national origin;
- b) Section 504 of the Rehabilitation Act of 1973 (42 USC 794) and the regulations promulgated thereunder, (45 CFR part 84) - prohibiting discrimination against qualified handicapped individuals on the basis of handicap in any program or activity receiving or benefiting from federal financial assistance and requires programs and activities, when viewed in their entirety, to be readily accessible to handicapped persons;
- c) The Commonwealth's Executive Order 143, prohibiting discrimination based on handicap; and
- d) G.L. c 151B sec 4 (10) - prohibiting discrimination in furnishing services on grounds that an individual is a recipient of federal, state or local public assistance or housing subsidies.

11. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap.

The Contractor shall comply with all provisions of:

- a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e et seq.) - prohibiting discrimination in employment on the basis of race, color, religion, sex, or national origin;
- b) M.G.L., c 151B sec 4(1) - prohibiting discrimination in employment on the basis of race, color, sex, religion, creed, national origin, ancestry or age;
- c) the Department of Elder Affairs' Regulations 651 CMR 8.00 - Discrimination Based On Age In Agencies And Organizations In Receipt Of Funds From The Department Of Elder Affairs;
- d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the regulations promulgated pursuant thereto (45 CFR 84) - prohibiting discrimination against qualified handicapped individuals on the basis of handicap and requires employers to make reasonable accommodations to known physical or mental limitations of otherwise qualified handicapped applicants and employees; and
- e) The Commonwealth's Executive Order 143 regarding non-discrimination based upon handicap.

12. PROTECTION OF CLIENTS

The Contractor shall comply with the applicable provisions of the Department of Elder Affairs' Regulations Governing The Protection Of Clients Who Are Participants In Research Projects (651 CMR 7.00).

13. AFFIRMATIVE ACTION

The Contractor shall have in effect a policy of affirmative action

which fulfills the applicable requirements of the Commonwealth's Executive Order 116.

14. ASSIGNMENT AND SUBCONTRACT

a) The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or of its right, title or interest therein, without the written consent of the Department, notwithstanding the foregoing claims for money due or to become due to the Corporation from the Department may be assigned to a bank, trust company or other financial institution without such consent, provided that notice of any such assignment is furnished promptly to the Department.

b) The provision of services pursuant to this Contract may not be subcontracted by the Contractor to any other organization, association, individual, partnership or group of individuals without the prior written consent of the Department.

15. ANTI-BOYCOTT COVENANT

The Contractor warrants, represents and agrees that during the time that this Contract is in effect, neither it nor any affiliated company, as hereinafter defined, participates in or cooperates with an international boycott, as defined in sec. 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by sec. 2 of Chapter 151E, Massachusetts General Laws. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51%

of the ownership interest of the Contractor, or which directly or indirectly owns at least 51% of the ownership interest of the Contractor.

16. REPRODUCTION OF REPORTS; COPYRIGHT

The Contractor shall not disseminate, reproduce or publish any report, information, data or other documents produced in whole or part pursuant to the terms of this Contract without the prior written consent of the Department, nor shall any such report, information, data or other document be the subject of an application for copyright by or on behalf of the Contractor without the prior written consent of the Department. The Contractor shall furnish to the Department copies of any reports or manuals produced in whole or in part pursuant to this Contract.

17. RECLAMATION

The Department may reclaim any equipment the cost of which is reimbursed by funds provided hereunder and which has a useful life of more than one (1) year and a cost in excess of one hundred dollars (\$100).

18. WAIVER OF DEFAULT

Waiver by the Department of any non-compliance shall not be deemed a waiver of any other non-compliance, past, present, or future.

19. INTEGRATION

All attachments referred to herein are deemed to be part of this Contract. The entire agreement of the parties is contained herein and this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein.

20. LICENSES

The Contractor shall procure and keep current any license, certifi-

cation, permit or accreditation required by local, state or federal statute or regulation and shall, upon the request of the Department, submit to the Department proof of any such licensure, certification, permit or accreditation. Failure to procure or keep current any such license, certification, permit or accreditation shall be sufficient grounds for termination of this Contract by the Department immediately upon notification, pursuant to Subparagraph 7(b) of this Contract.

21. NOTICE

Unless otherwise specified herein, any notice, approval, request or demand hereunder from either party to the other shall be in writing, shall be signed by the authorized representative of the notifying party, and shall be deemed to have been given when either delivered personally or deposited in a United States mail box in a postage prepaid envelope addressed to the other.

IN WITNESS WHEREOF, the Department and the Contractor have caused this Contract to be executed by their duly authorized representatives.



# City of Cambridge

IN CITY COUNCIL

October 5, 1981

ORDERED:

That, in accordance with the provisions of Chapter 44, Section 53A of the General Laws, the City hereby accepts a donation in the amount of \$7,000 from the City of Somerville to the Human Service Programs to be used to support child care information and referral services.

In City Council October 5, 1981.  
Adopted by a yea and nay vote:-  
Yeas 8; Nays 0; Absent 1.  
Attest:- Paul E. Healy, City Clerk.

A true copy;

ATTEST:-

A handwritten signature in cursive script, reading "Paul E. Healy".

INTRODUCED BY CITY MANAGER ROBERT W. HEALY

AN ORDER CONCERNING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 1981

ORDERED: That, in addition to sums previously appropriated by the City Council for the fiscal period 1981-82, the following sum is hereby appropriated in the General Fund of the City of Cambridge:

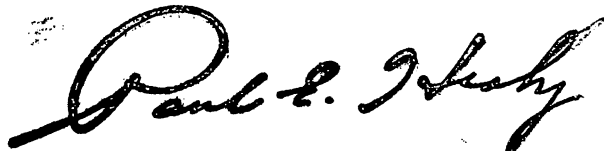
FUNCTION	DEPARTMENT OR PROGRAM	SALARIES & WAGES	TRAINING & TRAVEL	OTHER ORDINARY MAINTENANCE	EXTRAORDINARY EXPENDITURES	APPROPRIATIONS
Human Resource Development	Human Services			7 000		7 000

BE IT FURTHER ORDERED: That the above appropriations in the General Fund are to be financed by estimated revenues drawn from the following sources:

In City Council October 5, 1981.  
Adopted by a yea and nay vote:-  
Yeas 8; Nays 0; Absent 1.  
Attest:- Paul E. Healy, City Clerk.

A true copy;

ATTEST:-



FINANCING PLAN	REVENUE
Child Care Information & Referral	7 000

Agenda Item # 19 C

F-332

Re: acceptance & appropriation of a donation  
of \$7,000 from the City of Somerville to the  
Human Services Programs.

In City Council,

October 5, 1981

*MD*  
*A* 10/5/81

*Two Orders Adopted*

*f-0-1*