



TITLE III-B/III-D CONTRACT

Fiscal Year 2026

This contract (the “Contract”) is entered into by and between Somerville-Cambridge Elder Services, Inc. (“SCES”), a Massachusetts non-profit corporation having its principal offices at 61 Medford Street, Somerville, Massachusetts 02143 and Somerville Council on Aging (the “Provider”), a municipal council having its principal offices at 167 Holland Street, Somerville, MA 02144.

WHEREAS, the Massachusetts Executive Office of Aging & Independence (“AGE”) has received the following grant from the Administration on Aging, within the U.S. Department of Health and Human Services’ Administration on Community Living: U.S. Special Programs for the Aging, Title III-B, Grants for Supportive Services, CFDA No. 93.044, and has awarded a subgrant to SCES from such grant for the period ending September 30, 2026 (the grant from AGE to SCES will be referred to in the Contract as the “AGE Grant”);

WHEREAS, SCES desires to establish a comprehensive service system for elderly persons in Somerville and Cambridge; and, has authorization from AGE to provide services under Title III of the Comprehensive Older Americans Act of 1965, as amended (42 USC 3001);

WHEREAS, the Provider is engaged in the furnishing of Senior Transportation - FFY 2026 in the Planning and Service Area covered by SCES;

WHEREAS, the SCES Board of Directors has voted to allocate to the provider \$3,000.00 for the provision of said services for federal fiscal year 2026;

NOW, THEREFORE, in consideration of the mutual undertakings specified herein, SCES and the Provider hereby understand and agree as indicated below and in any attachments or exhibits hereto, all of which are incorporated herein.

1. PERIOD OF PERFORMANCE

This Contract shall take effect on the 1st day of October, 2025 and shall remain in effect until and through the 30th day of September, 2026, unless earlier terminated in accordance with the terms of this Contract.

2. SERVICES

The Provider shall perform the services described in Attachment A hereto (the “Services”). The Provider shall use the Provider’s best efforts in rendering the Services and shall perform all Services in a professional and workmanlike manner. The Provider shall cooperate with SCES’s personnel, shall not interfere with the conduct of SCES’s business and shall observe all rules, regulations, and security requirements of SCES.

2. COMPENSATION AND RECOUPMENT

SCES shall pay the Provider in accordance with the terms set forth in Attachment A. SCES shall not pay, and the Provider shall not claim compensation for the Services, until such time as AGE has approved and its authorized representative has signed the Area Plan on Aging for the Fiscal Year covering the period of this Contract.

If AGE requires repayment, or otherwise disallows, any portion of the costs incurred or amounts paid to the Provider under the Contract, SCES may deduct such amount from future payments to the Provider, or may require repayment by the Provider to SCES, AGE, or other party designated by SCES.

3. METHOD OF PAYMENT

(a) The Provider shall submit fiscal reports each month, so that SCES shall receive them by the fifteenth (15) calendar day of each month. These reports shall be in a form approved by SCES, for the services authorized by SCES pursuant to this Contract and rendered to eligible clients by the Provider during the said month.

(b) Upon receipt and approval of a properly completed fiscal and program report, SCES shall bill AGE and make payment to the Provider promptly after the receipt of payment from AGE. SCES may, after consultation with the Provider, adjust any fiscal report of the Provider both before and after payments have been made. All amounts billed to, or costs incurred under, this Contract must comply with 808 Code of Massachusetts Regulation (“CMR”) 1.00. SCES reserves the right to withhold payment to the Provider until all required documentation has been received by SCES.

4. MAINTENANCE OF RECORDS

The Provider shall prepare and maintain the following records:

(a) Financial books and records that reflect costs incurred in and allocated to performance of the Services, including documentation of all voluntary contributions from clients toward the Title III-B/III-D funded program; these books and records shall be maintained in accordance with generally accepted accounting principles.

(b) Program records and documentation (including Affirmative Action Plans, if required) pertaining to activities covered by this Contract.

(c) A detailed workplan with measurable goals, objectives, and tasks which documents specific activities covered by this Contract.

(d) A detailed projected client and services chart which documents the number of projected unduplicated clients and the total number of services to be provided to clients during the fiscal year.

The Provider shall retain such records for a period of at least seven (7) years after the latter of the completion of the Services or receipt of final payment under the Contract, or such longer period as necessary to comply with applicable licensing standards or for the resolution of any litigation, claim, negotiation, audit or other inquiry involving the Contract.

SCES and its agents, AGE, any parties identified in Massachusetts Executive Order 195, and the U.S. Department of Health and Human Services, shall have access during the Provider’s regular business hours, and upon reasonable prior notice, to such records, including on-site reviews, reproduction of records at reasonable expense, and electronic copies or documents.

5. MONITORING, REPORTS, AND FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

(a) The Provider shall keep all Title III-B/III-D funds received from SCES pursuant to this Contract in an identifiable bookkeeping account and shall use such funds solely for the purpose set forth in this Contract.

(b) The Provider shall establish and maintain documents, financial reports, and program records as are required by SCES to ensure documentation, monitoring and evaluation of financial activities and the provision of purchased services. Such reports include, but are not limited to, financial reporting requirements set forth in 808 CMR 1.00 and instructions in the Massachusetts Uniform Financial Report (UFR).

(c) The Provider is responsible for monitoring progress towards goals, objectives, and tasks and for contacting SCES should a need arise for revision of tasks or timelines.

(d) The Provider is responsible for specifying how service needs of low-income minority individuals will be met.

(e) The Provider shall provide SCES any additional data that SCES may reasonably require to permit it to monitor performance of this Contract at a level sufficient to assure appropriate fiscal administration, accountability, and program quality.

(f) Provider shall comply with applicable federal single audit, cost principles and administrative requirements, including but not limited to the requirements set forth in 45 CFR Part 75.

6. CONFIDENTIALITY

(a) Status and Regulations. With regard to personal data maintenance pursuant to this Contract, the Provider shall comply with the provisions of the Fair Information Practices Act, (MGL c. 66A sec. 2) Privacy and Confidentiality Regulations governing the safeguarding, access, and use of personal data, provided that the Provider shall furnish such information as may be necessary to allow SCES to monitor the Provider's performance under this Contract.

7. TARGETING OF SERVICE

The Provider will conduct outreach efforts to identify individuals eligible for services pursuant to this Contract. In particular, in accordance with Section 306(a)(5)(ii) of the Older Americans Act, the Provider will target services to elders with greatest social and economic needs, with specific attention to low-income minority individuals. Greatest social need is defined as non-economic factors restricting an individual's ability to perform normal daily tasks or threatening the capacity to live independently. These factors may include physical and mental disabilities, language barriers, and cultural or social isolation including that caused by racial or ethnic status. Greatest economic need is defined as the need resulting from an income level at or below the poverty threshold established by the Bureau of the Census.

8. PUBLICITY

In order to inform potential clients of the availability of services and to build support for the program, the Provider will publicize information regarding these services through mailings, social media, radio, television, and/or newspapers. SCES will be mentioned by name as a funding source in all publicity efforts, including, but not limited to: brochures, posters, media releases, lettering on program vehicles. The Provider shall submit copies of all public relations materials to SCES.

9. CLIENT SATISFACTION

The Provider shall develop and implement methods for obtaining views and opinions from project clients about the services provided under this contract and have planned times to implement these procedures.

10. PARTICIPANT CONTRIBUTIONS

The Provider shall furnish each older person with a free and voluntary opportunity to contribute to the cost of the Title III-B/III-D service. The privacy of each participant, with respect to his or her contribution, will be protected. Services will not be denied to any older person who will not or cannot contribute to the cost of the services. The Provider will establish appropriate procedures to safeguard and account for all contributions and report them to SCES on the monthly fiscal reports.

Contributions are considered program income and must be used to expand services funded by Title III-B/III-D pursuant to this Contract, and must be used during the Contract period. Contributions received in the final month of the Contract period will be used for allowable program costs in the immediate following month.

11. COORDINATION

The Provider shall agree to cooperate with the SCES Area Agency on Aging in its efforts toward developing a comprehensive and coordinated system of services for elders, by participating in joint planning efforts, coordinating with other Title III-funded programs, coordinating with other community agencies and other activities mutually agreed upon.

12. NON-DISCRIMINATION IN SERVICE DELIVERY AND EMPLOYMENT

The Provider shall not deny any services to or otherwise discriminate in the delivery of services against any person who meets the eligibility criteria for the program as determined by SCES or against any qualified employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental disability, sexual orientation, gender identity, or any other status protected against discrimination by law, or because such person is a recipient of federal, state, or local public assistance or housing subsidies.

The Provider 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 color, or national origin, in programs receiving federal financial assistance; and
- (b) 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; and
- (c) Section 504 of the Rehabilitation Act of 1973, (29 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 requiring programs and activities, when viewed in their entirety, to be readily accessible to handicapped persons; and
- (d) MGL 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; and
- (e) Federal Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR Part 60; and
- (f) The Americans with Disabilities Act of 1990, as amended, Title I, Title II, and Title III, (42 USC 1, 2, 101 et seq.) - prohibiting discrimination based on disability in employment, in state and local government, and in public accommodations.

13. COMPLIANCE WITH LAWS AND AGE GRANT TERMS

Provider shall comply with all applicable local, state and federal laws. Without limiting such obligation, this Contract is subject to: a) the terms of the AGE Grant, a copy of which is attached hereto as Attachment B; b) the Commonwealth Terms and Conditions for Human and Social Services, a copy of which is attached hereto as Attachment C; and c) 808 CMR 1.00.

14. TERMINATION

(a) If, for any reason, the Provider is unable to provide the services under the terms of this Contract, it shall promptly notify SCES of its inability to provide services and indicate the specific reasons.

(b) Either party may terminate this Contract without cause upon provision of written notice to the other at least sixty (60) days prior to its effective date.

(c) SCES may terminate this Contract if the Provider has failed to comply with the provisions of this Contract in whole or part. However, prior to terminating this Contract pursuant to the subsection, SCES shall notify the Provider, in writing, of the specific areas of non-compliance. The Provider shall restore compliance within thirty (30) days of the date of notice. If the Provider has not restored compliance within the thirty (30) day period, SCES may terminate this Contract by furnishing the Provider with written notice at least thirty (30) days prior to the effective date of termination.

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

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

(f) SCES may terminate this contract or reduce the amount of the award if the amount of money available to SCES under the Older Americans Act is reduced, or if an appeal of any award decision or procedure requires a reallocation of funding.

15. OBLIGATIONS UPON TERMINATION

Upon termination, all finished or unfinished documents, data, studies, and reports, prepared by the Provider pursuant to this Contract, shall become the property of SCES. Upon termination, the Provider shall be entitled to compensation for services rendered in the satisfactory performance of this Contract; provided that the Provider shall submit properly completed fiscal reports to SCES covering services rendered not later than forty five (45) days after the date of termination.

16. RECLAMATION

SCES may reclaim, upon the expiration or termination of this Contract, all equipment, the cost of which is fully reimbursed by funds provided pursuant to this Contract and which has a useful life of more than one (1) year and a cost in excess of one hundred dollars (\$100.00).

17. REPRODUCTION OF REPORTS; COPYRIGHT

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

18. ASSIGNMENT AND SUBCONTRACT

The Provider shall not assign or subcontract any interest in this Contract without the prior written consent of SCES; provided that claims for money due or to become due to the Provider from SCES under this Contract may be assigned to a bank, trust company, or other financial institution

without such consent and that notice of any such assignment is furnished promptly to SCES. None of the Services shall be subcontracted to any other organization, association, individual, partnership, or group of individuals without the prior written consent of SCES.

19. LIABILITY INSURANCE

The Provider shall procure and maintain a liability insurance policy issued by a company authorized to do business in the Commonwealth and certified by the Massachusetts Commissioner of Insurance, to the extent that such a policy is available at a reasonable cost from established insurance underwriters.

20. WAIVER OF DEFAULT

Waiver by either party of any non-compliance shall not constitute a waiver of any subsequent non-compliance.

21. CONFLICT OF INTEREST

The Provider shall not knowingly employ, compensate, or arrange to compensate any employee of SCES during the term of this Contract without the prior written approval of SCES.

22. AMENDMENT

This Contract may be amended only by written document signed by persons authorized to bind in contract SCES and the Provider. All amendments must be attached to this contract.

23. NOTICE

Unless otherwise specified herein, any notice, approval, request, or demand hereunder from either party to the other shall be in writing 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 or delivered by express mail express courier service. Except as otherwise provided herein, notice shall be deemed given when so delivered by hand, or if mailed by certified mail, five days after it is deposited with the U.S. Postal Service, or if sent by express mail or express courier service, on the date received by the addressee. The parties' respective addresses for purposes of notice shall be as follows, unless and until a different address is specified by either party in accordance with this subsection:

If to SCES:

Somerville-Cambridge Elder Services
61 Medford Street
Somerville, MA 02143
Attn: Marta Corvelo
Email address: marta.corvelo@eldercare.org

If to the Provider:

Somerville Council on Aging
167 Holland St

Somerville, MA 02144
Attn: Ashley Speliotis
Email address: aspeliotis@somervillema.gov

24. LICENSES

The Provider shall procure and keep current any license, certification, permit, or accreditation required by local, state or federal statute or regulations and shall, upon request of SCES, submit to SCES proof of any such license, certification, permit or accreditation.

25. FOCAL POINTS

In accordance with Section 306(a)(3) of the Older Americans Act, SCES designates as focal points in the community: Somerville Council on Aging Senior Center, 167 Holland Street, Somerville, MA 02144; and Cambridge Council on Aging Senior Center, 806 Massachusetts Avenue, Cambridge, MA 02139.

26. INTEGRATION

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

27. CRIMINAL RECORD CHECKS

The Provider shall perform Criminal Offender Record Information (CORI) checks on all employees and volunteers who have contact with clients or client information. Employees who, due to the CORI results, are disqualified by law from performing the activities under the Contract, or are otherwise unsuitable for doing so, may not perform services under the Contract.

28. INDEMNIFICATION.

To the extent allowed by law, the Provider shall be solely liable for, and shall indemnify and hold harmless SCES and its directors, officers, agents, employees, successors and assigns (collectively, the "Indemnitees") from and against, all loss, cost and damage (including, without limitation, reasonable attorneys' fees and related expenses) incurred by or for any of the Indemnitees as a result of or in connection with (a) any claim, suit, judgment or cause of action by any third party against any of the Indemnitees in connection with or arising out of the Services or work performed, or work requested and not performed, by the Provider for SCES, (b) any failure by the Provider to maintain sufficient workers' compensation, unemployment or other insurance with respect to any employee, subcontractor or other party that may from time to time be engaged or used by the Provider in connection with the Services provided or to be provided under this Agreement, (c) any breach by the Provider of any representation or warranty by the Provider herein or (d) any failure by the Provider to comply with the provisions of this Contract or to perform the Provider's obligations hereunder.

29. Survival of Rights and Obligations. All rights and obligations provided in this Contract, including but not limited to those specified in Sections 4, 6, 18, and 29, that do not expressly terminate pursuant to this Contract shall survive termination of this Contract and shall remain in full force and effect in perpetuity.

30. Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision hereof.

31. Construction. The language used in this Contract shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against SCES or Provider.

32. Counterparts and Signatures. This Contract may be executed, including by electronic or digital signature, in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

The following Attachments are incorporated into this Agreement:

- Attachment A – Description of Services and Compensation
- Attachment B – AGE Grant
- Attachment C – Commonwealth Terms and Conditions for Human and Social Services

IN WITNESS WHEREOF, the parties have to have caused this Contract to be executed by their duly authorized officers.

Somerville-Cambridge Elder Services, Inc.

Somerville Council on Aging

By: _____
Marta Corvelo
Chief Executive Officer

By: _____
Katjana Ballantyne
Mayor, City of Somerville

Date of Signature: _____

Date of Signature: _____

Somerville Council on Aging
Title III B—Transportation Services
FY '26 Project Workplan

Goal #1	Objectives and Time Frames
Provides safe, efficient, and on-time transportation services for seniors to access services and programming at the Somerville Council on Aging locations and at COA sponsored events.	1. Use either cab services or handicapped accessible vehicles to provide round trip transportation to the Council on Aging locations to enable participants to join programming. 2. Continuously survey seniors to determine if providing transportation is a determinate in participation at COA events.

Goal #2	Objective and Time Frames
Combat isolation in older adults who are unable to drive, do not own a car, or are unable to use public transportation and view transportation as a barrier in accessing social, physical and educational opportunities.	1. Provide transportation to two “new” seniors each month. 2. COA staff will assist in the coordination of booking transportation to ensure transportation is not a barrier to accessing programs.



AGENCY/PROJECT

Somerville Council on Aging, Transportation

TITLE III-B/III-D PROJECT BUDGET -

COST CATEGORIES	LINE ITEM COSTS	LINE ITEM COST ALLOCATIONS (B+C+D+E = A)			
	A. PROJECT COST	B. TITLE III-B TITLE III-D	C. OTHER CASH	D. IN-KIND SUPPORT (NON-CASH)	E. GENERATED INCOME (CLIENT DONATIONS)
PERSONNEL				\$500.00	
Senior Center Coordinator and COA Administrative Assistant					
TOTAL PERSONNEL				\$500.00	
PURCHASED SERVICES	\$3000.00				
TOTAL PURCHASED SERVICES	\$3000.00				
SUPPORT COSTS					
TOTAL SUPPORT COSTS					
TOTAL BUDGET	\$3000.00			\$500.00	

- * Indicate with an asterisk all non-federal cash or in-kind funds which will satisfy the 15% match requirement.
- * Please be sure all columns add up properly, down and across, prior to proposal submission.

PROJECT BUDGET NARRATIVE - FFY 2026

ITEM	EXPLANATION	REVENUE SOURCE	AMOUNT
PERSONNEL	The COA administrative Assistant and Senior Center Coordinator register seniors for programs and transportation. Staff also provides data tracking and monitoring.	City of Somerville Budget	\$500.00
FRINGE BENEFITS	None		
PURCHASED SERVICES	Purchases services will be through Door to Door Transportation (SCM) and Green Cab Co. Inc. Both companies work with older adults and are able to provide transportation services.	Title III B	\$3000.00
SUPPORT COSTS	None		

TITLE III-B/III-D PROJECTED CLIENTS AND SERVICES - FFY 2026

AGENCY Somerville Council on Aging

PROJECT Senior Transportation

FUNDS REQUESTED \$3,000

1. Unduplicated Number Of Elders

Total Number of Unduplicated Elders for FFY 2026 75

2. Number of Economically and/or Socially Needy Elders

# Minority Elders	20
# Elders in Poverty	50
# Disabled Elders	20
# Non-English Speaking Elders	10
# Socially Needy Elders	25

3. Units Of Service

a. Service Type	b. Unit Of Service	Number of Units c. To Be Delivered
<u>Transportation</u>	<u>1, One-way trip = 1 unit</u>	<u>300</u>

SERVICE UNIT CATEGORIES

Transportation (1 One Way Trip = 1 Unit) Provision of a means of going from one location to another. Does not include any other activity.

Legal Assistance (1 Hour = 1 Unit) Provision of legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.

Information and Assistance (1 Contact = 1 Unit) A service for older individuals that:

- provides the individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology;
- assesses the problems and capacities of the individuals;
- links the individuals to the opportunities and services that are available; and
- to the maximum extent practicable, ensures that the individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures.

Applies only to individual, one-on-one contacts between a service provider and an elderly client. An activity that involves a contact with several elderly clients or potential clients (group services) should not be counted as a unit of Information and Assistance.

Individual Outreach (1 Contact = 1 Unit) Interventions initiated by an agency or organization for the purpose of identifying potential clients and encouraging their use of existing services and benefits. ***Applies only to individual, one-on-one contacts between a service provider and an elderly client. An activity that involves a contact with several elderly clients or potential clients (group services) should not be counted as a unit of Outreach.***

Recreation (1 Session = 1 Unit) To participate in activities, such as sports, performing arts, games and crafts, either as a spectator or as a performer, facilitated by a provider.

Health Promotion & Disease Prevention (1 Session = 1 Unit)