



# City of Palo Alto

## City Council Staff Report

(ID # 11686)

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**Report Type: Consent Calendar**

**Meeting Date: 11/9/2020**

**Summary Title: Provision of Older Adult Services Contract - Avenidas**

**Title: Approval of Contract Number C21178949 With Avenidas, Inc. for the Provision of Comprehensive Services to Older Adults for Five-years in an Amount Not-to-Exceed \$2,626,165**

**From: City Manager**

**Lead Department: Community Services**

### **Recommendation**

Staff recommends that City Council approve and authorize the City Manager or his designee to execute a professional services contract, Contract No. C21178949, with Avenidas Inc. (Avenidas), for the provision of comprehensive services to older adults, their families and caregivers in Palo Alto, for a contract term of 7/1/20 – 6/30/25, not-to-exceed \$2,626,165.

### **Executive Summary**

The scope of services in this contract (Contract link [here](#)) covers the provision of comprehensive services to older adults in the community including information and referral services, case management, counseling, support groups, screening, volunteer opportunities, classes and workshops for older adults that assist physical health and well-being, socialization and lifelong learning, transportation, provision of routine health maintenance provision of services that assist older adults in being able to live safely and independently as a long as possible in their own homes, and establishing partnerships with other local organizations.

### **Background**

To understand the relationship between the City and Avenidas, one must understand the history of the provision of senior services in Palo Alto. Avenidas' (previously the Senior Coordinating Council) relationship with the City covers a forty-plus year period. Several significant events and changes occurred during this time period:

- The City established its own Senior Adult Services in 1971, based on a study of Palo Alto senior residents completed by the Senior Coordinating Council (SCC), and witnessed an expansion of those services over the next few years.

- The City funded the SCC administration, Senior Day Health program and Home Repair Service prior to the establishment of the Senior Center of Palo Alto, while concurrently funding its own Senior Adult Services.
- After lengthy discussions over time, the City agreed to offer the Old Police/Fire Station building to the SCC at a nominal yearly fee, provided the SCC raised the necessary funds (\$1.2 million) to renovate the facility. Implicit in this agreement was a commitment to help the SCC with operating funds for the Senior Center as well as continuing support for its other programs.
- In 1978, the City transferred its Senior Adult Services to the SCC and first provided funds for the operation of the Senior Center.
- The City and the SCC agreed that the SCC would always make substantial efforts to secure community support and other non-city public funds. That objective remained part of the SCC's contracted Scope of Services.
- The Senior Coordinating Council changed its name to Avenidas in 1996.
- Avenidas continued to lease the Senior Center facility on Bryant Street in Palo Alto for \$1/year, with a lease to expire in 2027. Avenidas is responsible for all the maintenance and upkeep; the City maintains the roof and exterior.
- In 2014, Avenidas, along with Palo Alto Community Child Care (PACCC), requested that they be removed from the Human Services Resource Allocation Process (HSRAP) process of contract application review and become direct contractors with the City. Council concurred with this request at their meeting on May 12, 2014 and directed staff to separate the funding contracts with Avenidas and PACCC from HSRAP and to contract directly with them for the term just ending July 1, 2015 – June 30, 2020.
- On June 23, 2014, Avenidas approached the City requesting a second fifty-year lease to replace the current lease based on plans to undertake a major rehabilitation and modernization of the interior of the building in order to meet the growing needs of the City's seniors and to continue its many services. Council concurred and a new 50-year lease was entered into that will expire in 2064.
- In April 2019, Avenidas re-opened after a \$20 million multi-year renovation and construction project, \$5 million of which came from the City.

A sole source exemption from competitive solicitation was granted pursuant to PAMC 2.30.360(d) as Avenidas is the only provider of comprehensive services to older adults in the community with the sufficient agency capacity and experience to perform the services requested.

The only other providers of "broader" based older adult services available in Palo Alto are those provided to older adults living in retirement facilities such as Lytton Gardens, Channing House, etc., the Oshman Family Jewish Community Center (JCC) and the Family YMCA. The JCC's older adult specific programs consist of excursions, lectures, classes, concerts and luncheons. The JCC operates a gym and fitness center offering a wide array of fitness classes. Approximately 10% of these classes are marked as "all levels" and more geared for seniors, although anyone

can participate. The Family YMCA in Palo Alto offers services and classes to older adults, but primarily health and wellness related, with some social activities.

For all our surrounding communities, comprehensive older adult services are provided in City-operated senior centers. As detailed at the beginning of the background section, the City of Palo Alto made a conscious decision in 1978 to transfer older adult services to Avenidas and provided initial funding for the operation of the senior center. Since that time, the City has provided funding to Avenidas (presently 8% of their total operating budget) for the provision of comprehensive services to older adults in Palo Alto.

### **Discussion**

The scope for comprehensive services to older adults for the contract period of 2020 – 2025 aims to address the following goals:

To support the **FRAIL ELDERLY**, less independent, older adults in their efforts to maintain and improve their functional ability to remain in their own homes and the community.

1. To support **CAREGIVERS**, particularly spouses and adult children as they care for dependent family members.
2. To support older adults and their families by providing **TRANSPORTATION ASSISTANCE** allowing them to remain safely in their own homes and in the community.
3. To provide community and **RELIEF FROM ISOLATION** by engaging older adults in programs of enrichment, health, and wellness.

In addition, Avenidas will continue to work with City staff in coordinating appropriate services for the older adult homeless population in Palo Alto. For the specific program objectives, tasks and outcomes measures as part of this contract, see full scope of services in the contract (ATTACHMENT A).

In response to the current COVID-19 pandemic, Avenidas quickly transitioned their services to an online format and is reaching out in deep ways to help the older adult community (See COVID response [here](#)). Below please see a synopsis of their organization’s response to the COVID-19 pandemic and current programming. It is anticipated that the services listed below related to the goals listed above shall comprise the scope of services for this contract until Avenidas re-opens its doors to the public when safe to do so.

- Avenidas physically closed its two community centers to the public at 450 Bryant Street and at the Cubberley Community Center on March 12, 2020. The Avenidas Rose Kleiner Center suspended adult day health care group services on March 13, 2020.
- Since then the enrolled population of 100+ frail elderly and their families at the Rose Kleiner Center have received state-approved “temporary alternative services” from Avenidas designed to help these individuals manage their often multiple and complex chronic conditions.

- Many programs and services at 450 Bryant and Cubberley have transitioned to alternative on-line formats. They currently have 22 ongoing classes currently being offered via Zoom with approximately 488 people enrolled.
- Handyman Services, Door-to-Door volunteer client transportation, Early Literacy Program, Avenidas Blooms; and several ancillary personal health services have been suspended. These included acupuncture and nail care.
- Caregiver support and crisis help continues to be provided by social work staff of Avenidas Care Partners via phone/email. Avenidas Door-to-Door volunteer transportation has transitioned to providing grocery shopping and delivery services. 165 transportation clients have been called to assess their unmet need. As a result, dozens of shopping trips have been made to support this group. Shopping and delivery of groceries and PPE supplies continue as an ongoing effort.

### **Resource Impact**

Funding for year one of this contract, \$521,065, is included in the FY 2021 Adopted Operating Budget of the Community Services Department. For Fiscal Years 2022 - 2025, the contract will be subject to the City Council annual appropriation of funds.

### **Policy Implications**

The Comprehensive Plan addresses the needs of seniors in several sections including:

- GOAL C-1 Deliver community services effectively and efficiently.
  - Policy C-1.18 Support existing senior programs and seek opportunities to expand programs, including programs promoting health, life-long learning, recreation, arts and cultural experiences designed for seniors at all public community facilities and parks.
  - Program C1.18.2 Support, promote and publicize the provision of comprehensive senior services in coordination with senior service providers. Comprehensive services include addressing senior nutrition, mental health and transportation
- GOAL C-5 Sustain the health, well-being, recreation and safety of residents and visitors and improve the quality, quantity and affordability of social services for all community members, including children, youth, teens, seniors, the unhoused and people with disabilities.

### **Stakeholder Engagement**

Human Services staff worked closely with Avenidas leadership to review and develop the agreement.

### **Environmental Review**

Accepting the staff recommendation does not meet the definition of a “project” under the California Environmental Quality Act and therefore, no environmental review is required.

### **Attachments:**

- Attachment A Exhibits A-C

**EXHIBIT “A”**  
**SCOPE OF PROGRAM SERVICES & TIME SCHEDULE**  
**AVENIDAS, INC.**  
**Senior Services**

**I. PROGRAM SERVICES**

CONSULTANT shall provide services to the elderly and their families and caregivers through enrichment and individual and family services. Avenidas provides a comprehensive local resource for seniors and caregivers that identifies their needs and designs and delivers programs, services, and activities to meet those needs and interests.

**II. PROGRAM GOALS**

1. To support the **FRAIL ELDERLY**, less independent, older adults in their efforts to maintain and improve their functional ability to remain in their own homes and the community.
2. To support **CAREGIVERS**, particularly spouses and adult children as they care for dependent family members.
3. To support older adults and their families by providing **TRANSPORTATION ASSISTANCE** allowing them to remain safely in their own homes and in the community.
4. To provide community and **RELIEF FROM ISOLATION** by engaging older adults in programs of enrichment, health, and wellness.

In addition to the scope of services discussed above, Avenidas will continue to work with City staff in coordinating appropriate services for the older adult homeless population in Palo Alto.

**III. PROGRAM OBJECTIVES**

**For Goal #1 – FRAIL ELDERLY**

1. Provide adult day health care services to 100 frail seniors through the Avenidas Rose Kleiner Center
2. Provide 8,000 days of adult day health services to frail seniors through the Avenidas Rose Kleiner Center
3. Provide Case Management Services to 40 frail, dependent and isolated seniors
4. Provide counseling, referral, or enrollment to 200 families and caregivers through the Avenidas Rose Kleiner Center

Outcome Measures:

- 75% of clients remain enrolled for 3 months or longer demonstrating improved or maintained functional levels in activities of daily living.
- 90% of participants report being better able to manage their health because of improved understanding of their condition and its trajectory.

**For Goal #2 – CAREGIVER SUPPORT**

1. Provide support group assistance to 150 caregivers through Avenidas Care Partners and the Avenidas Rose Kleiner Center
2. Provide conferences, workshops and classes on caregiving issues for 150 attendees through Avenidas Care Partners
3. Provide individualized consultations and support to 150 caregivers through Avenidas Care Partners

Outcome Measure:

- 90% of caregivers report being better able to manage the care of their family member because of health education received, and improved understanding of their family members' health status.

**For Goal #3 – TRANSPORTATION ASSISTANCE**

1. Provide transportation assistance to 200 older adults through Avenidas Door-to-Door, Avenidas Volunteer Corps, and the Avenidas Rose Kleiner Center.
2. Provide 2,500 one-way trips through Avenidas Door-to-Door
3. Provide 15,000 one-way trips through Avenidas Rose Kleiner Center

Outcome Measures:

- Analyze percentage of clients using service for short-term needs; post medical procedure
- Analyze percentage of clients using service for long-term needs, who no longer drive

**For Goal #4 – FOCUS ON THE ISOLATED**

1. Provide enrichment classes, services, and workshops to 1,500 individuals through the Avenidas @ 450 Center; Avenidas Chinese Community Center @ Cubberley; and online @ Avenidas Without Walls.
2. Provide enrichment classes to 4,000 attendees through Avenidas @ 450 Center; Avenidas Chinese Community Center @ Cubberley; and online @ Avenidas Without Walls.
3. Provide volunteer opportunities to 350 volunteers through the Avenidas Volunteer Corps

Outcome Measures:

- 60% utilization of program capacity
- # returning clients/# new clients > 1

**IV. METHODS**

1. Leverage staff resources by partnering with community organizations; utilize the services of volunteers to provide services to participants and clients and to assist with administrative support tasks.
2. Leverage existing resources through fundraising from the community.

3. Provide weekly academic, health and fitness courses to facilitate intellectual and physical stimulation and to provide opportunity for the development of new skills and interests.
4. Provide a wide variety of lectures to broaden perceptions and to cultivate ideas.
5. Provide entertainment, fellowship, and information exchange at special events and other activities
6. Provide health maintenance screenings for common issues and to promote health education.
7. Provide information about health and wellness and healthy aging.
8. Facilitate one-to-one counseling services through scheduling, coordination, and providing meeting space.
9. Provide information and referral to seniors, family members, and service providers.
10. Provide case management that includes assessment, care planning, and service arrangements especially to less independent older adults.
11. Provide emotional support to seniors through support groups.
12. Provide consultations to caregivers for practical advice, linkage to community resources and emotional support.
13. Develop and maintain linkages with local senior housing facilities through regular site visits.
14. Provide counseling, referral or enrollment into adult day health services for individuals and their families who are in search of assistance for less independent older adults.

#### **V. DELIVERABLES**

1. Consultant shall provide semi-annual activity reports relating to this Scope of Services for the periods ending December 31, 2020; June 30, 2021; December 31, 2021; June 30, 2022; December 31, 2022; June 30, 2023; December 31, 2023; June 30, 2024; December 31, 2024; June 30, 2025; within fifteen days after these dates.
2. Each report shall cover the preceding six months and such other information as the Program Manager may request. The final report shall focus on the preceding six months but shall also provide information on contract services for the entire year. The additional summary report shall cover the period for the entire contract period up to the date prior to submission. Each report shall be prepared in the form agreed upon by the Program manager and the Consultant.

#### **VI. TIME SCHEDULE**

- Services shall commence on July 1, 2020 and continue through June 30, 2025.
- Semiannual progress reports shall be completed and submitted to the City on the fifteenth day after each six-month period.

#### **VII. REQUIREMENTS**



- The City of Palo Alto requires mention of its name in all materials that acknowledge donors in any public announcements or publicity regarding funded programs.
- CONSULTANT shall comply with the Americans with Disabilities Act (ADA) of 1990.

**EXHIBIT “B”**  
**FY 2021-2025 CONTRACT BUDGET**

<b>Expense Categories</b>	<b>Total Agency Budget (per fiscal year)</b>	<b>Total Contract Budget (per fiscal year)</b>	<b>% of Contract Budget</b>
Compensation	\$ 3,535,155	\$ 383,803	74%
Programs Operating	\$ 438,478	\$ 47,605	9%
Building Occupancy	\$ 287,140	\$ 31,174	6%
Insurance	\$ 229,500	\$ 24,916	5%
Fund Raising and Marketing	\$ 192,356	\$ 20,884	4%
Administrative Operating	\$ 116,823	\$ 12,683	2%
<b>Total Expenses</b>	<b>\$ 4,799,452</b>	<b>\$ 521,065</b>	<b>100%</b>

## **EXHIBIT “B-1” COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 5 of this Agreement.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Year 1 (July 1, 2020 through June 30, 2021)	\$ 521,065.00
Year 2 (July 1, 2021 through June 30, 2022)	\$ 521,065.00
Year 3 (July 1, 2022 through June 30, 2023)	\$ 521,065.00
Year 4 (July 1, 2023 through June 30, 2024)	\$ 521,065.00
Year 5 (July 1, 2024 through June 30, 2025)	\$ 521,065.00
<b>Sub-total Basic Services</b>	<b>\$2,605,325.00</b>
Reimbursable Expenses	\$0.00
Additional Services	\$20,840.00 (Years 2-5; not to exceed \$5,210 per fiscal year per Section 5.1.2)
Maximum Total Compensation	\$2,626,165.00

### **ADDITIONAL EXPENSES**

The full payment of charges for extra work or changes, or both, in the execution of the Program will be made, provided such request for payment is initiated by CONSULTANT and authorized, in writing, by the program manager. Payment will be made within thirty (30) days of submission by CONSULTANT of a statement, in triplicate, of itemized costs covering such work or changes, or

both. Prior to commencing such extra work or changes, or both, the parties will agree upon an estimated maximum cost for such extra work or changes. CONSULTANT will not be paid for extra work or changes, including, without limitation, any design work or change order preparation, which is made necessary on account of CONSULTANT's errors, omissions, or oversights.

**EXHIBIT “C”****INSURANCE REQUIREMENTS**

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A:-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

- I. INSURANCE COVERAGE MUST INCLUDE:
  - A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
  - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
  - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY’S PRIOR APPROVAL.
- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSURED”
  - A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE  
AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO  
AT THE FOLLOWING URL:**

**<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>**

**OR**

**[HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET\\_BIDS\\_HOW\\_TO.ASP](HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP)**