



July 13, 2015

Manuel A. Mollinedo, Director
Parks, After School, Recreation and Community Services
City of Fresno
1515 E. Divisadero St.
Fresno, CA 93721-1115

Dear Mr. Mollinedo:

The Fresno-Madera Area Agency on Aging's Governing Board has approved an award of Older Americans Act grant funds to your agency as follows:

Contract No. 16-0310 *Title III C1 Congregate Nutrition Site Management	
Funding Period	Grant Amount
July 2015 - September 2015	\$17,000
October 2015 - June 2016	\$51,000

* Site Management for Lafayette Park, Mosqueda, Pinedale, Senior Citizens Village, and Ted C. Wills Congregate Nutrition Meal Sites

Two sets of contract documents are enclosed. Page i, *Documents Required to Execute Contract*, is included as a guide for contract completion. We will provide contract components that are available in electronic format via e-mail.

Please prepare one budget for fiscal year 2015-2016. Funding periods are provided to indicate maximum expenditures allowable within each period.

Please provide two complete and signed sets of the contract documents to our office by Thursday, August 27, 2015. Following the contract review process and provision of any necessary revisions, we will forward a fully executed contract. Please note that payments cannot be scheduled until the contract is approved and fully executed.

Please contact us at (559) 600-4405 with any questions.

Sincerely,


Jean Robinson
Executive Director

cc: Shaun Schaefer, Community Services Division Manager



Fiscal Year 2015-2016 Contract
between
City of Fresno
and
Fresno-Madera Area Agency on Aging

Contract No. 16-0310
Site Management

Documents Required to Execute Contract

Please return two sets of all contract documents in the order provided by the Agency on Aging.

The following contract documents require signatures and entries on both sets of documents.

*Enter original signatures in ink on **both** sets of documents; make required entries on each form.*

- Page 2, Area Plan Grant Award Contract**
Two Signatures needed: 1) Individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; & 2) individual authorized by governing board to execute the contract (see Appendix A).
- Appendix A, Resolution of Authorization to Contract**
Must contain signature of chair of service provider's governing board.
- Appendix B, Certification**
Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- Appendix C, Contractor/Vendor Confidentiality Statement**
Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**
Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A)

The following contract documents require entries on both sets of documents:

- Appendix D, Method of Providing Audit Compliance**
- Exhibit B, Budget**
- Exhibit E, Program Narrative**
- Exhibit F, Service Provider Emergency Resource Information**

Please attach two sets of the following to this page:

- 1. Certificate(s) of Insurance** *Please review Article XV of Agreement prior to arranging for certificates to ensure all contractual requirements for insurance certificates are met.*
- 2. Copy of IRS Determination Letter of Tax Exempt Status**
- 3. Organizational chart**, *including names and position titles for contracted program*
- 4. Job Description and Resume** *of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program*
- 5. List of Governing Board members**
- 6. List of Advisory Council or Advisory Committee members** *(if applicable)*
- 7. Current Program Newsletter and/or Flyer** *used to promote the contracted program*

Area Plan Grant Award

Table of Contents

Documents Required to Execute Contract.....	i
CONTRACT.....	1
AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION.....	3
Article I. Definitions and Resolutions of Language Conflicts	3
Article II. Agreement	5
Article III. Term of Agreement	5
Article IV. Reasonableness of Compensation	6
Article V. Assurances	6
Article VI. Funds	22
Article VII. Budget and Budget Revision.....	27
Article VIII. Payments	28
Article IX. Subcontracts	29
Article X. Records and Reports	31
Article XI. Property	33
Article XII. Access	36
Article XIII. Monitoring and Evaluation.....	36
Article XIV. Audits	36
Article XV. Insurance	41
Article XVI. Donations.....	43
Article XVII. Termination	43
Article XVIII. Remedies and Appeal Process	46
Article XIX. Amendments, Revisions or Modifications	47
Article XX. Noticing	48

Area Plan Grant Award

Table of Contents (Continued)

APPENDICES

Resolution of Authorization to Contract	Appendix A
Certification.....	Appendix B
Contractor/Vendor Confidentiality Statement.....	Appendix C
Method of Providing Audit Compliance.....	Appendix D
Required Reports and Due Dates.....	Appendix E
Sanction Policy	Appendix F
Appeal Procedure for Service Providers	Appendix G
Fresno-Madera Area Agency on Aging Contact List for Service Providers.....	Appendix H
Fresno-Madera Area Agency on Aging Emergency Contact Information.....	Appendix I
Community Focal Points List	Appendix J
Request for Taxpayer Identification Number and Certification.....	Appendix K

EXHIBITS

Program Exhibit	Exhibit A
Budget	Exhibit B
Annual Summary of Activities	Exhibit C
Program Cost Efficiency	Exhibit D
Program Narrative	Exhibit E
Service Provider Emergency Resource Information	Exhibit F

**CONTRACT BETWEEN
CITY OF FRESNO
AS SERVICE PROVIDER
AND
FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726**

A. Name and principal address of service contractor (hereinafter referred to as service provider):

**City of Fresno
2600 Fresno Street, Room 2064
Fresno, CA 93721**

B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2015 to June 30, 2016, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2015 through September 30, 2015 period may be incurred after September 30, 2015. No expenditure or obligation for the funding allocation for the October 1, 2015 through June 30, 2016 period may be incurred after June 30, 2016.

D. Maximum funds available for the following programs:

Approved by Fresno-Madera Area Agency on Aging Governing Board on June 25, 2015			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III C1 Congregate Nutrition, Federal CFDA No. 93.045		
Service	Agency on Aging Contract No.	Funding Period	Grant Amount
Site Management (Six Sites)	16-0310	July 2015 - September 2015	\$17,000
		October 2015 - June 2016	\$51,000
Total Fiscal Year 2015-2016 Grant Award:			\$68,000

E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.

F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.

FOR SERVICE PROVIDER:

*Signature of individual named on Exhibit E, page 5, as
having primary, hands-on involvement and oversight of
the day-to-day operations of the contracted program.*

Date

Type Name

Title

Signature of Authorized Contracting Official
(Refer to Appendix A)

Date

Type Name

Title

Signature

Date

Type Name

Title

Signature

Date

Type Name

Title

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature

Date

Jean Robinson

Executive Director

**ADDENDUM TO
CONTRACT NO. 16-0310
BETWEEN
CITY OF FRESNO
AS SERVICE PROVIDER
AND
FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726**

The following provisions of the Area Plan Grant Terms and Conditions Declaration (Articles I through XX) attached thereto, are modified as follows:

1. Article V, Assurances, Section H, Paragraph 11 (page 15):

Provisions of Information Integrity and Security

The provisions contained in Article V, Section H, *Information Integrity and Security*, shall be included in all contracts relating to the Agency on Aging Fiscal Year 2015-2016 Grant Award of both the Contractor and its subcontractors.

2. Article XV, Insurance, Section J (page 42):

Contractor agrees to indemnify, defend, and save harmless the Fresno-Madera Area Agency on Aging, State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all Contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by Contractor's active negligence or willful misconduct in the performance of this Agreement.

**FRESNO-MADERA AREA AGENCY ON AGING
AREA PLAN GRANT AWARD
TERMS AND CONDITIONS DECLARATION**

Activities under this award shall be carried out in accordance with Title III and Title VII of the Older Americans Act of 1965, as amended (United States Code Title 42, Section 3001); the program regulations and policy directives relating thereto; federal and State laws; and the California Welfare and Institutions Code, Sections 9000-9023, all of which are, or may be, operative during the term of this sub-grant award. This Agreement incorporates the terms and conditions which support an award of Area Plan Funds.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. "Agency on Aging" and "FMAAA" means the Fresno-Madera Area Agency on Aging interchangeably.
- B. "Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on Aging Area Plan Agreement; Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX); Appendices; Program Exhibits; Budget Display; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.
- C. "Contractor" or "Service Provider" means the legal entity awarded funds under this Agreement and which is accountable to the Agency on Aging, the State, and/or federal government for use of these funds and which is responsible for executing the provisions for services provided under this Agreement.
- D. "CCR" means California Code of Regulations.
- E. "CFR" means Code of Federal Regulations.
- F. "GC" means California Government Code.
- G. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).
- H. "Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.
- I. "OAA" means Older Americans Act.
- J. "OMB" means the federal Office of Management and Budget.

- K. "Program Income" means revenue generated by an Area Agency on Aging or Contractor from contract-supported activities. Program Income is:
1. Voluntary contributions received from a participant or responsible party for services received.
 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 3. Royalties received on patents and copyrights from contract-supported activities.
 4. Proceeds from the sale of items fabricated under a contract Agreement.
- L. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.
- M. "Reimbursable item" also means "allowable cost" and "compensable item."
- N. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.
- O. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements that provide for the provision of goods or services under this Agreement.
- P. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
- Q. "USC" means United States Code.
- R. "W&I" means California Welfare and Institutions Code.
- S. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.
- T. The terms and conditions of this grant award and other requirements have the following order of precedence if there is any conflict in what they require:
1. The Older Americans Act Amendments of 2006 (OAA as amended).

2. Other applicable federal statutes and their implementing regulations.
3. Older Californians Act.
4. Title 22 CCR §7000 et. seq.
5. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.
6. Any other documents incorporated herein by reference, including the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement (<http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>).
7. Program memos and other guidance issued by the California Department of Aging.

ARTICLE II. AGREEMENT

- A. All elements of this Agreement, as defined in Article I, Section B, and as approved by the Agency on Aging in making this award, are hereby incorporated by reference, as if fully set forth herein.
- B. Time is of the essence in this Agreement. All contracts must be signed and returned to the Fresno-Madera Area Agency on Aging within forty-five (45) days of the date on the contract cover letter. If the signed contract is not returned by the designated date and there has been no approval granted, then the funds may be reallocated by the Fresno-Madera Area Agency on Aging Governing Board. The Agency on Aging will send a Notice of Termination of Negotiations to the non-responsive Service Provider on the 46th day from the date of the contract cover letter by certified mail. A copy of the Fresno-Madera Area Agency on Aging Appeal Procedure will be sent with the letter.
- C. A copy of this Agreement is on file and available for inspection at the Fresno-Madera Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

ARTICLE III. TERM OF AGREEMENT

- A. This Agreement is of no force or effect until signed by both parties hereto and approved by the Agency on Aging. The Contractor may not commence performance until such approval has been obtained, or until a signed Letter of Authority has been provided by the Agency on Aging.

- B. The term of this Agreement is from July 1, 2015, through June 30, 2016, at which time the Agreement expires, subject however, to earlier termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding.
- C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter of Authority from the Agency on Aging, that work may be considered as having been performed at-risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE IV. REASONABLENESS OF COMPENSATION

Compensation for work or services performed under this Agreement shall be reasonable and based on an analysis of job requirements and comparability with similar work or services in the local labor market.

ARTICLE V. ASSURANCES

A. Agreement Authorization

- 1. If a public entity, the Contractor shall submit to the Agency on Aging a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private entity, the Contractor shall submit to the Agency on Aging an authorization by the Governing Board of the Contractor to execute this Agreement, referencing this Agreement number. These documents, including minute orders, must also identify the action taken.
- 2. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the designee to execute the original and all subsequent amendments to this Agreement.

B. Administration

- 1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary

of State of California and shall maintain that status throughout the term of the Agreement.

- a. Any grant awards to for-profit entities are subject to review and approval by the California Department of Aging prior to issuance of a contract by the Agency on Aging to the Contractor. [22 CCR §7362]
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with the Agency on Aging until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the written consent of the Agency on Aging in the form of a formal written amendment.
5. The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State or the Agency on Aging.
6. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected.

C. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR §92.35]
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) above.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to the Agency on Aging, in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Agency on Aging.
 3. The Contractor agrees to timely execute any and all amendments to this Agreement or certificates, other required documentation relating to the Subcontractor's debarment/suspension status.
 4. The Contractor shall notify the Agency on Aging immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

D. Law, Policy and Procedure, Licenses, and Certificates

1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
2. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall

keep in effect all licenses, permits, notices, and certificates that are required by law.

E. Provision of Services, Staffing, and Standards of Work

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached exhibits, which are hereby incorporated by reference. Inadequate performance or failure to make progress so as to endanger performance of this Agreement may result in imposition of sanctions as described in Appendix F, *Sanction Policy*, or termination of the Agreement as described in Article XVII, *Termination*.
2. The Contractor shall make every effort to meet the goals and objectives stipulated in this Agreement. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Agency on Aging. A service unit reduction that impacts the Agency's ability to provide service levels defined in its Area Plan or Area Plan Update service unit objectives requires:
 - a. Written approval from the California Department of Aging to the Agency on Aging if such reduction is greater than 10 (ten) percent.
 - b. An Amendment to the Agency on Aging's Area Plan if such reduction is greater than 20 (twenty) percent, including a public hearing; approval by the Agency's Governing Board and Advisory Council chairpersons and the Agency's Executive Director; and approval by the California Department of Aging. [22 CCR §7306(a)]
3. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.
4. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
5. The Contractor shall make staff available to the Agency on Aging for training and meetings, which the Agency on Aging may find necessary from time to time.

F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment

Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

G. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC-307), which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs, and Activities (Title VI of the Civil Rights Act of 1964)

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC §2000d; 45 CFR §80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs, and Activities

Contractor shall, unless exempted, ensure compliance with the requirements of Government Code §11135-11139.5, and 22 CCR §98000 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR §98323, Chapter 182, Stats. 2006]

3. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC §12101 et seq.]

4. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and

subcontractors shall comply with the provisions of the Fair Employment and Housing Act (GC §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (2 CCR §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

5. Adhere to 48 CFR 3.908, implementing Section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Public Law 112-239 enacted January 2, 2013), applies to this Agreement.
6. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. (1 USC 7 §3 of the Defense of Marriage Act)
7. The Contractor shall not require proof of age or citizenship as a condition of receiving services.
8. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

9. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

H. Information Integrity and Security

1. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, Sections 5300-5365.3; GC §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; and CDA Program Memorandum 07-18, Protection of Information Assets.

Information assets include, but are not limited to:

- a. Information collected and/or accessed in the administration of Agency on Aging programs and services.
- b. Information stored in any media form, paper or electronic.

2. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure) any data collected under this Agreement that is confidential, sensitive, and/or personal, including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure

- a. The Contractor shall ensure that personal, sensitive, and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State and Agency on Aging policies. The requirement to protect information shall remain in force until superseded by laws, regulations, and State and Agency on Aging policies.
- b. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning

persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

- c. "Identifying information" shall include, but not be limited to: Name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor is authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
- e. The Contractor shall not, except as otherwise specifically authorized by law or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the Agency on Aging without prior written authorization from the Agency on Aging. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

4. Training/Education

- a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security Awareness Training, at the following URL:

<http://www.aging.ca.gov/ProgramsProviders/#Resources>

Training must be completed within thirty (30) days of the start date of any new employee, subcontractor, or volunteer. If Internet access is not available, a hard copy of the training module is available from the Agency on Aging and may be provided to employees, subcontractors, and/or volunteers for their completion. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates.

- b. The Contractor may substitute CDA's Information Security Awareness Training program with its own information security training provided such training meets or exceeds CDA's training requirement. Contractors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
- c. All employees and volunteers who handle personal, sensitive, or confidential information relating to the CDA's and the Agency on Aging's programs must participate in Information Security Awareness Training.

5. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

6. Contractor/Vendor Confidentiality Statement

The Contractor shall sign and return to the Agency on Aging the *Contractor/Vendor Confidentiality Statement* (Appendix C of this agreement), which is hereby incorporated by reference, and shall comply with all statutes and laws contained in the statement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA and Agency on Aging information assets from unauthorized access and disclosure.

7. Security Incident Reporting

A security incident occurs when CDA and/or Agency on Aging information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor must report all security incidents to the Agency on Aging immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected.

8. Notification of Security Breach to Data Subjects

- a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.
- b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary, measures to restore system integrity are required.
- c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

9. Software Maintenance

The Contractor shall apply security patches and upgrades and keep anti-virus software up-to-date on all systems on which State and/or Agency on Aging data may be used.

10. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

11. Provisions of Information Integrity and Security

The provisions contained in Article V, Section H, *Information Integrity and Security*, shall be included in all contracts of both the Contractor and its subcontractors that relate to this Agreement.

I. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section J of this Article.
2. The Contractor may request permission to copyright material by writing to the Executive Director of the Agency on Aging. The Executive Director shall forward such request to the State and shall relay the State's response to the Contractor within sixty (60) days from the date of receipt of the State's decision.
3. If the material is copyrighted with the consent of the State, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that funds provided under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of the Agency on Aging. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are

first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

3. Subject only to the provisions of Article V, paragraph H, *Information Integrity and Security*, and Article V, paragraph I, *Copyrights*, of this Agreement, the State and the Agency on Aging may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred shall: (a) state "The materials or product were a result of a project funded by an Agreement with the Fresno-Madera Area Agency on Aging and the California Department of Aging;" (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the Agency on Aging and/or the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (CCC-1005) of Appendix B, *Certification*, which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Contracts in Excess of \$100,000

If funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

 - a. Clean Air Act, as amended. [42 USC §7401]
 - b. Clean Water Act, as amended. [33 USC §1251]
 - c. Federal Water Pollution Control Act, as amended. [33 USC §1251 et seq.]
 - d. Environmental Protection Agency Regulations. [40 CFR §29] [Executive Order 11738]
 - e. Public Contract Code §10295.3.

L. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal Agreement, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the Agency on Aging determines that a conflict of interest exists, any

increase in costs associated with the conflict of interest may be disallowed by the Agency on Aging, and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

N. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the Agency on Aging shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

O. Facility Construction or Repair

1. Title III:
 - a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - i) Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §276c] [29 CFR §3];
 - ii) Davis-Bacon Act [40 USC §276a to 276a-7] [29 CFR §5];
 - iii) Contract Work Hours and Safety Standards Act [40 USC §327-333] [29 CFR §5, 6, 7, 8]; and
 - iv) Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13,

1967, as supplemented in Department of Labor Regulations [41 CFR §60].

- b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property except where permitted by law and by the Agency on Aging.
 - c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the Agency on Aging before making any fund or budget transfers between construction and non-construction.
- P. If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with Public Contract Code 10353.
- Q. Grievance Process
- 1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Agreement. At a minimum, the process shall include all of the following:
 - a. Time frames within which a complaint will be acted upon.
 - b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Fresno-Madera Area Agency on Aging if dissatisfied with the results of the Contractor's review.
 - c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.
 - 2. The Contractor shall notify older individuals of the grievance process available to them by:
 - a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall

also be posted in the primary language of a significant number of older individuals.

- b. Advising homebound older individuals of the process either orally or in writing upon the Contractor's contact with the individuals.
3. Complaints may involve, but not be limited to, any or all of the following:
 - a. Amount or duration of a service.
 - b. Denial or discontinuance of a service.
 - c. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
 - d. Failure of the service provider to comply with any of the requirements set forth in CDA regulations or in this Agreement.
 4. Nothing in this Article shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of the Contractor's governing board.

R. Disaster Plan

1. The Contractor shall prepare and maintain a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods, and make such plan available to the Agency on Aging upon request.
2. The Contractor shall provide annual disaster response training and a current list of community resources for all employees and volunteers, and maintain documentation of such training.
3. The Contractor shall designate a primary and a secondary emergency contact. Following an emergency or disaster, the Contractor's designated contact shall update the Agency on Aging with the Contractor's operational status.

4. The Contractor shall complete Exhibit F, *Service Provider Emergency Resource Information*, included with this agreement, and advise the Agency on Aging whenever a change to this information occurs.

S. Community Focal Points

The Vendor acknowledges that the Agency on Aging has designated locations as Community Focal Points, as required by Title 22 CCR Article 3 §7302(a)(14), 45 CFR §1321.53(c), and OAA 2006 §306(a), which are attached as Appendix J, *Community Focal Points List*.

ARTICLE VI. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, and services as set forth in 45 CFR §92.36.
3. The Contractor agrees not to use Agreement funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.
4. Travel Reimbursement
 - a. Any reimbursement by Contractor from funds provided under this Agreement for authorized travel and per diem shall be at rates not to exceed those paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.

In State:

- Mileage:
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals):
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>

- Lodging:
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

- b. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Agency on Aging and the State. [2 CCR §599.615 et seq.]
5. The Agency on Aging reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the Agency on Aging not to be in compliance with this Agreement, unrelated or inappropriate to Agreement activities, or when inadequate supporting documentation is presented, or where prior approval was required but was not requested or not granted.
6. The Contractor agrees to acknowledge the receipt of all funding support from the Agency on Aging in news releases (radio, television, and newspaper); printed materials such as brochures, pamphlets, newsletters; the Contractor's Web site; and any other printed documents. Such acknowledgement shall make accurate reference to the service for which funding is provided, in whole or in part, by the Agency on Aging.
7. A copy of all published documents indicated in paragraph six (6) above, will be forwarded to the Agency on Aging for file.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR §200]

2. The Contractor shall ensure that funding for services as outlined herein are managed and prorated monthly to ensure that adequate Older Americans Act funding is available to provide services through the ending date of this Agreement.
3. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding Title III E) and Title VII services.

4. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR §92.20 (governmental) or 45 CFR §74.21 (non-profits) as well as those stipulated in 2 CFR §200.302, *Financial management*:

- a. Financial Reporting;
- b. Accounting Records;
- c. Complete Disclosure;
- d. Source Documentation;
- e. Internal Control;
- f. Budgetary Control;
- g. Cash Management (written procedures); and
- h. Allowable Costs (written procedures).

C. Unexpended Funds

1. No later than March 31 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.
2. The Agency on Aging shall request and receive from the Contractor release of Older Americans Act funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging

shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.

3. The Agency on Aging retains all rights to reallocate released funds into other programs, projects, or activities.
4. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the Agency on Aging immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Program Income

1. All Program Income received by the Contractor shall be included on the monthly report, and expenditures supported by Program Income shall be stated in the appropriate column. Program Income shall be tracked on a "first in-first out" method. Unspent Program Income shall not exceed the equivalent of thirty (30) days average Program Income.
2. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
3. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in D.5 below).
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in D.5 below) and may reduce the total amount of contract funds payable to the Contractor.
5. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
6. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.

7. Program Income may not be used to meet the matching requirements of this Agreement.
8. Program Income must be used to expand services.

E. Matching Contributions

1. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:
 - a. Title III B Supportive Services, Title III B (Ombudsman), Title III C1 Congregate Nutrition, Title III C2 Home-Delivered Nutrition, and Title III D Health Promotion: Ten (10) percent of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by nine (9).
 - b. Title III E Family Caregiver Support Program: Approximately ninety (90) percent of the sum of the grant award.
2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
3. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
4. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.
5. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.

F. Availability of Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available from the State to the Agency on Aging and/or by the United States Government or the Budget Acts of the

appropriate fiscal years for purposes of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statutes enacted by the Congress that may affect the provisions, terms, or funding of this award in any manner.

3. It is mutually agreed that if funding for any Agency on Aging fiscal year is reduced or deleted by the State, Legislature, or Congress for the purposes of this program, the Agency on Aging shall have the option to either:
 - a. Terminate the Contract pursuant to Section A.1 of Article XVII, *Termination*, of this Agreement; or
 - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.
4. The Agency on Aging has the option to void the Agreement under the thirty (30) day cancellation clause or to amend the Agreement to reflect any reduction in funds.
5. The Agency on Aging reserves the right to increase and/or decrease funds available under this Agreement to reflect any restrictions, limitations, or conditions as directed by the Director.
6. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.

ARTICLE VII. BUDGET AND BUDGET REVISION

- A. The Contractor shall be reimbursed for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in Section C.1-C.3 of this Article and shall not be entitled to reimbursement for these expenses until this Agreement is approved and executed by the Agency on Aging. The approved Contractor's budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
 1. The maximum reimbursement amount allowable for indirect costs is 10 percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
 2. Contractors requesting reimbursement for indirect costs shall obtain and retain on file an approved indirect cost rate from the State of California or an allocation plan documenting the

methodology used to determine the indirect costs.

3. Indirect costs exceeding the 10 percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements.
 4. For major Institutes of Higher Education and major nonprofit organizations (nonprofit organizations receiving more than \$10 million dollars in Federal funding), indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR §200.414]
- B. The Contractor shall comply with those provisions and restrictions regarding revisions to the approved budget.
- C. The Contractor may transfer Agreement funds between line items under the following terms and conditions:
1. The Contractor shall obtain prior approval from the Agency on Aging for any line item transfer of funds which exceeds 10 percent (10%) or more of the total budget for each funding source, and submit a revised budget to the Agency on Aging.
 2. The Contractor shall maintain a written record of all budget changes and clearly document item changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the Agency on Aging upon request and shall be maintained in the same manner as all other financial records.
- D. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2016.

ARTICLE VIII. PAYMENTS

- A. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including mileage, per diem, and taxes, unless otherwise expressly so provided.

- B. Unless otherwise specified by the Agency on Aging, the Contractor shall prepare and submit accurate and timely reports as specified in Appendix E, *Required Reports and Due Dates*.
- C. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.
- D. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contractor as specified in Appendix E, *Required Reports and Due Dates*, of the Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.
- E. The Agency on Aging may require financial reports more frequently than indicated above or more detail (or both), upon written notice to the Contractor, until such time as the Agency on Aging determines that the financial management standards are met.
- F. The Agency on Aging may withhold payment if the Agency on Aging determines that the Agreement with the Contractor is at-risk, as described in Appendix F, *Sanction Policy*.
- G. The Agency on Aging shall be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. Payments made after a decision to withhold funds or terminate the Agreement will be governed by Article XVII, *Termination*.
- H. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

ARTICLE IX. SUBCONTRACTS

- A. The Contractor must obtain approval from the Agency on Aging prior to awarding any subcontracts for services contracted in this Agreement.
- B. The Contractor shall ensure that funds provided under this Agreement are administered in conformance with the acts, federal regulations, and policies and procedures of the Administration on Aging, California Department of Aging, and the Agency on Aging.
- C. Funds for this Agreement shall not be obligated in any subcontracts for service beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, the State of California or the Agency on Aging, or to incur obligations on behalf of the State of California or the Agency on Aging.

- E. Copies of subcontracts, Memorandums and/or Letters of Understanding shall be on file with the Contractor, shall be submitted to the Agency on Aging and shall be made available for review at the request of the Agency on Aging.
- F. Once a subcontractor is approved by Agency on Aging, the following conditions apply:
1. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XV, *Insurance*, of this Agreement.
 2. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Agency on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor in the performance of this Agreement.
 3. The Contractor shall require the subcontractor to comply with all the terms and conditions set forth in this Agreement, including, but not limited to, the responsibility to preserving the State's and the Agency on Aging's copyrights and rights in data in accordance with Sections I and J of Article V, *Assurances*, of this Agreement; for handling property in accordance with Article XI, *Property*, of this Agreement; and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article X, *Records and Reports*, of this Agreement.
 4. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Agency on Aging. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Agency on Aging.
 5. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractor's agreement with the Contractor. This staff shall be available to the Agency on Aging

for training and meeting, which the Agency on Aging may find necessary from time to time.

6. If a private non-profit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

ARTICLE X. RECORDS AND REPORTS

A. Records

1. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the *Financial Closeout Report* to the audited financial statements, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article XIV, *Audits*, of this Agreement. This includes the following: Letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the Agency on Aging. All records pertaining this Agreement must be made available for inspection and audit by the Agency on Aging or its duly authorized agents, at any time during normal business hours.
2. All such records must be maintained and kept available by the Contractor as follows:
 - a. Until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Agency on Aging or the California Department of Aging's Audit Branch;
 - b. For such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections 3 and 4 of this Article; and
 - c. For such longer period as the Agency on Aging or the State deems necessary.
3. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as in Sections A.1.a through A.1.c of this Article. The Contractor shall ensure that any resource directories and all client records remain the property of the Agency on Aging upon termination of this Agreement, and are

returned to the Agency on Aging or transferred to another Contractor as instructed by the Agency on Aging.

4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, such records shall be maintained and kept available until every action has been cleared to the satisfaction of the Agency on Aging and the State and so stated in writing to the Contractor.
5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Agency on Aging under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR §200.302, the expenditures will be questioned in the audit and may be disallowed by the Agency on Aging or the State during the audit resolution process.
6. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

B. Reports

1. The Contractor shall submit all appropriate financial and performance reports as designated in Appendix E, *Required Reports and Due Dates*. Reports shall be submitted on forms in a format approved by the Agency on Aging.
2. The Contractor shall assure that all financial and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.
3. Program reports are due to the Agency on Aging as indicated in Appendix E, *Required Reports and Due Dates*.
4. Monthly fiscal reports are due to the Agency on Aging by the fifteenth (15th) day of the month following the reporting period.
5. The *Financial Closeout Report* for this Agreement shall be submitted to the Agency on Aging by July 15, 2016. If Agreement is terminated or cancelled prior to June 30, 2016, the *Financial Closeout Report* shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

6. If supporting documentation is required as stated in Article XIV, *Audits*, all such documentation must accompany the monthly report.
7. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE XI. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
 1. Has a normal useful life of at least one (1) year.
 2. Has a unit acquisition cost of at least \$500 including any appropriate sales tax, shipping, and installation costs, etc. (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).
 3. Is used to conduct business under this Agreement.
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B of this Article must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- E. The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging:
1. Title III B, Title III C, and Title VII (b): On the Monthly Report of Expenditures and Donations Revenue for the month in which the property was acquired.
 2. Title III E: On the Title III E Monthly Report of Expenditures (for the Family Caregiver Support Program) for the month in which the property was acquired.
 3. Long-Term Care Ombudsman Program: On the Budget Summary/Monthly Expenditure Report and Request for Funds, Special Deposit Fund (SDF) & Skilled Nursing Facility Quality & Accountability Fund (SNFQAF) (CDA-OMB-300) for the month in which the property was acquired.

The Contractor shall attach receipts for the property and a list of the following information for each item of property acquired: Date acquired; complete description; model number; serial number (if applicable); cost or other basis of valuation; and specific location of the property.

- F. The Contractor shall maintain a cumulative inventory, including all information required by paragraph E of this Article, of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.
- G. The Contractor shall affix the Asset Tag provided by the Agency on Aging to tangible property upon receipt of the asset tag from the agency, and enter the asset tag number on the cumulative inventory records maintained by the Contractor for this Agreement.
- H. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and corresponding reconciliation must be kept on file and available for review by the Agency on Aging.
- I. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Agency on Aging. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Agency on Aging. The Contractor shall submit a *Request to Dispose of Property* (CDA 248) to the Agency on Aging, and the Agency on Aging will then instruct the

Contractor on disposition of the property. Once approval of the disposal has been received from the Agency on Aging, the item(s) shall be removed from the Contractor's inventory report.

- J. The Contractor must remove all confidential, sensitive, or personal information from Agency on Aging property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity, and certify this action on the *Request to Dispose of Property* (CDA 248). This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- K. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property or equipment to the Agency on Aging via a written report. In addition, the Contractor shall complete a *Request to Dispose of Property* (CDA 248) and provide it to the Agency on Aging.
- L. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations.
- M. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such personal property during the period of the project and until the Contractor has complied with all written instructions from the Agency on Aging regarding the final disposition of the property.
- N. In the event of the Contractor's dissolution, or upon termination of this Agreement, the Contractor shall provide a final property inventory to the Agency on Aging. The Agency on Aging reserves the right to require the Contractor to transfer such property to another entity, or to the Agency on Aging.
- O. The Contractor shall use the property for the purpose for which it was intended under this Agreement.
- P. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

- R. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE XII. ACCESS

- A. The Contractor shall provide access to the Agency on Aging, federal or State contracting agency, Bureau of State Audits, the Comptroller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE XIII. MONITORING AND EVALUATION

- A. Authorized Agency on Aging, State, and federal representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data, and procurement components. This will include policies, procedures, procurement audits, inspection of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the Agency on Aging and the State in the monitoring and evaluation processes, which include making any administrative, fiscal, and program staff available during any scheduled process.

ARTICLE XIV. AUDITS

- A. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984 (Public Law 98-502); the Single Audit Act Amendments of 1996 (Public Law 104-156); and 2 CFR §200.501 to 200.521 (formerly OMB Circular A-133).

A copy shall be submitted to the:

Fresno Madera Area Agency on Aging
3837 North Clark Street
Fresno, California 93726

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" by the appropriate program name, identifying Agency on Aging grant/contract number, and as passed-through the California Department of Aging.

B. This Section B applies only to Title III and Title VII.

The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected.

The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging – Title VII, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII (b))
- 93.042 Special Programs for the Aging - Title VII, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals (Title VII (a))
- 93.043 Special Programs for the Aging – Title III, Part D – Health Promotion Services (Title III D)
- 93.044 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)
- 93.045 Special Programs for the Aging – Title III, Part C – Nutrition Services (Title III C)
- 93.052 National Family Caregiver Support Program – Title III, Part E (Title III E)
- 93.053 Nutrition Services Incentive Program (NSIP)

“Cluster of programs” means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its sub-recipients that meet the definition of a “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 2 CFR §200.501 to 200.521 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [2 CFR §200, Subpart F, Audit Requirements] [formerly OMB Circular A-133], Audits of States, Local Governments, and Non-Profit Organizations)

- C. The Contractor shall perform a reconciliation of the Financial Closeout Report to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for review by the Agency on Aging.
- D. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds approved under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

- 1. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor’s fiscal year have met the audit requirements of 2 CFR §200.501 to 200.521 (formerly OMB Circular A-133) as summarized in Section E of this Article;
- 2. Issuing a management decision on audit findings within six (6) months after receipt of the subcontractor’s single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;
- 3. Reconciling expenditures reported to the Agency on Aging to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to the Agency on Aging must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR

§200.331]; documented review of financial statements; and documented expense verification, including match; etc.).

4. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR §200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR §200, Subpart E–Cost Principles.

[2 CFR §200.302]

5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

- E. The Contractor shall ensure that its single audit report meets 2 CFR §200, Subpart F–Audit Requirements (formerly OMB Circular A-133):
 1. Performed timely: Not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR §200.512]
 2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514]
 4. All inclusive: Includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR §200.515]
 5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, Subpart F–Audit Requirements (formerly OMB Circular A-133 Compliance Supplement).
- F. The Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Agency on Aging shall have access to all audit reports and supporting work papers, and the Agency on Aging has the option to perform additional work, as needed.
- G. A reasonably proportionate share of the costs required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. [2 CFR §200.425] However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act and 2 CFR §200, Subpart F–Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
- H. The Contractor shall cooperate with and participate in any further audits which may be required by the Agency on Aging.
- I. The Contractor shall indicate which method of providing audit compliance will be in force during this Agreement (Appendix D, *Method of Providing Audit Compliance*).

ARTICLE XV. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. **General Liability** of not less than \$1,000,000 per occurrence for bodily injury and property damage combined (higher limits may be required by the Agency on Aging in cases of higher than usual risks).
 2. **Automobile Liability, including non-owned auto liability**, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.

If applicable, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:
 - \$ 750,000 if seating capacity is under 8.
 - \$1,500,000 if seating capacity is 8–15.
 - \$5,000,000 if seating capacity is over 15.
 3. **Professional Liability** of not less than \$1,000,000 as it appropriately relates to services rendered. Coverage shall include errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the State Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the State Department of General Services, Office of Risk and Insurance Management.
- D. The Contractor shall notify the Agency on Aging within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall include the Contract Number listed on page 1 of this Agreement and provide the statement:

“The Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the Fresno-Madera Area Agency on Aging under this Agreement.”

Professional Liability coverage is exempt from this requirement.

2. The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its address (3837 N. Clark St., Fresno, CA 93726) must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Agency on Aging, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Agency on Aging may, in addition to any other remedies it may have, terminate this Agreement.
- G. A copy of each appropriate Certificate of Insurance, or letter of self-insurance, referencing this Agreement number shall be submitted to the Agency on Aging with this Agreement.
- H. The Contractor shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Labor Code §3700]
- I. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.
- J. Contractor agrees to indemnify, defend, and save harmless the Fresno-Madera Area Agency on Aging, State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all Contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

- A. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA §315(b)]:
1. The Contractor or any subcontractors for any Title III or Title VII services shall not use means tests.
 2. Any Title III or Title VII client who does not contribute toward the cost of the services received shall not be denied services.
 3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Donation letters may not resemble a bill or statement.
 4. Each Service Provider will:
 - a. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - b. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - c. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
 - d. Establish appropriate procedures to safeguard and account for all contributions.

ARTICLE XVII. TERMINATION

- A. Termination Without Cause
1. The Agency on Aging may terminate performance of work under this Agreement without cause in whole or in part, if the Agency on Aging determines that a termination is in the Agency on Aging's best interest. The Agency on Aging may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the State of California, the Legislature, or Congress, the Notice of Termination shall be

effective thirty (30) days from the delivery of the Notice. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

2. The Contractor may terminate this Agreement at any time during the Agreement term by giving the Agency on Aging ninety (90) days written notice. In the event of termination notice, the Agency on Aging will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination of the Agreement.
3. Contractor shall, at least ninety (90) days prior to the end of the term of this Agreement, give written notice to the Agency on Aging if it intends to discontinue provision of any programs or services included in this Agreement during the subsequent Agreement period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this Agreement period to ensure continuity of services to clients.

B. Termination for Cause

1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:
 - a. In case of threat of life, health, or safety to the public.
 - b. A violation of the law or failure to comply with any condition of this Agreement.
 - c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
 - d. Failure to comply with reporting requirements.
 - e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Agency on Aging or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
 - f. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

- g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
 - h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
 - i. The commission of an act of bankruptcy.
 - j. Finding of debarment or suspension.
 - k. The Contractor's organizational structure has materially changed.
 - l. The Agency on Aging determines that the Contractor may be considered a "high risk" agency as described in 45 CFR §92.12 for local government and 45 CFR §74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions, as described in Appendix F, *Sanction Policy*.
 - m. Program operations have been suspended for more than three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Agency on Aging.
- 2. Termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public, or when program operations have been suspended for more than three (3) consecutive months in any budget year. In all other cases of termination for cause, the termination shall take effect thirty (30) days subsequent to written notice to the Contractor.
 - 3. In the event of termination for cause, the Agency on Aging may proceed with the work in any manner deemed proper by the State. All costs to the Agency on Aging shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be paid to the Contractor upon demand.
- C. In the event of termination of this Agreement by the Agency on Aging, the Agency will present written notice to the Contractor describing the action being taken by the Agency on Aging, the reason for such action, and any conditions of the termination, including, but not limited to, the date of termination, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to

termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Agency on Aging and of the procedure for doing so. (Appendix G, *Appeal Procedure for Service Providers*)

D. Contractor's Obligation After Notice of Termination

1. After receipt of a notice of termination, and except as directed by the Agency on Aging, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

- a. Stop work as specified in the Notice of Termination;
- b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract;
- c. Terminate all subcontracts to the extent they relate to the work terminated;
- d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause); and
- e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement.

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

- A. The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Agency on Aging as a result of a breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project. Specifically, the Agency on Aging reserves the right to pursue all remedies allowed to it under the Older Americans Act, and all regulations adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.
- B. The Contractor may appeal an adverse determination by the Agency on Aging using the *Appeal Procedure for Service Providers*, which is set forth in Appendix G, for actions subject to appeal, as defined in Appendix G, Section I.A, *Actions Subject to Appeal*.

- C. The Contractor may appeal the Agency on Aging's final adverse determination once all administrative remedies contained in Appendix G, *Appeal Procedure for Service Providers*, have been exhausted, using the appeal process established in Title 22 CCR §7700 to 7710.
- D. The Contractor shall continue with the responsibilities under this Agreement during any dispute.
- E. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, approved as required by the Agency on Aging amendment process, and signed by a duly authorized representative of the Contractor and of the Agency on Aging. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. Should either party during the term of this Agreement desire a revision, waiver or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept or reject the proposal within thirty (30) days of receipt of request. Once accepted, such revision may require an amendment through the Agency on Aging's contract process to provide for the change mutually agreed to by the parties.
- C. The Agency on Aging reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.
- D. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Invoices presented by the Contractor with the Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.

ARTICLE XX. NOTICING

- A. Any notice to be given hereunder by either party to the other may be effected by one of the following methods, provided Contractor retains receipt, and shall be communicated as of actual receipt: 1) Personal delivery in writing; 2) Registered or certified mail, postage prepaid and return receipt requested; or 3) Overnight mail.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current address, 3837 North Clark Street, Fresno, CA 93726, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.
- C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

APPENDIX A

RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of the _____
(Service Provider)

hereby authorizes _____
(Name/Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the fiscal year beginning July 1, 2015, to June 30, 2016, including any subsequent amendments and all necessary supporting documents.

Signature of Chair
Governing Board

Date

APPENDIX B
CERTIFICATION (CCC-1005)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Name (Typed)</i>	<i>Federal ID</i>
<i>By (Authorized Signature)</i>	
<i>Name & Title of Person Signing (Typed)</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.

- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future Fresno-Madera Area Agency on Aging (Agency on Aging) agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the Agency on Aging.

Failure to make a good faith effort may be cause for non-renewal of an Agency on Aging contract for legal services, and may be taken into account when determining the award of future contracts with the Agency on Aging for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the Agency on Aging.
6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the

Agency on Aging pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov>, and Public Contract Code Section 6108.

- b. The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Agency on Aging, the California Department of Aging, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the Contractor may elect to offer domestic partner benefits to the Contractor's employees in accordance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the Agency on Aging that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. **RESOLUTION:** A county, city, district, or other local public body must provide the Agency on Aging with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not a state agency or other governmental entity.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.

Contractor/Vendor Name (Typed)

Contract Number

Authorized Signature

Date

Name and Title of Person Signing (Typed)

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., California Department of Aging (CDA) Management Memo 06-12 and CDA Budget Letter 06-34, the Fresno-Madera Area Agency on Aging (Agency on Aging) hereby requires the Contractor/Vendor to certify that:

- The Contractor/Vendor will provide annual confidentiality training for all employees and volunteers who handle personal, sensitive, or confidential information, as per Article II, Sections D.4.a through D.4.c of this Agreement.
- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to the Agency on Aging by completing CDA Form 1025, Security Incident Report.
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with the Agency on Aging.
- The Agency on Aging or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

- I agree to protect the following types of confidential information which include, but are not limited to:
 - Social Security number.
 - Medical information.
 - Claimant and employer information.
 - Driver's License information.
 - Information about individuals that relates to their personal life or identifies or describes an individual.
 - Other agencies' confidential and proprietary information.
 - Criteria used for initiating audit selection.
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.).
 - Any other information that is considered proprietary, a copyright, or otherwise protected by law or contract.

- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing, or modifying information only for the purpose of performing official duties.
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason.
 - Securing confidential information in approved locations.
 - Never removing confidential information from the work site without authorization.

APPENDIX D

METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance to the Fresno-Madera Area Agency on Aging (Agency on Aging) will be in force during this Agreement.

Please place an **X** in the appropriate box:

- An independent audit shall be performed in accordance with the requirements of 2 CFR Part 200, Subpart F, Audit Requirements (formerly OMB Circular A-133), and a copy submitted to the Agency on Aging.

- An independent audit shall be performed and a copy submitted to the Agency on Aging.

- All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

Enter Fiscal Year Ending Date →
Month Day Year

APPENDIX E

Required Reports and Due Dates

Fiscal Reports

***Expenditure Reports by Program**

Title III B, Title III C, Title III D, and Title VII Programs *Due 15th of each month*

- Monthly Report of Expenditures and Donations Revenue

Title III E Family Caregiver Support Program *Due 15th of each month*

- Title III E Monthly Report of Expenditures

Title V Senior Community Service Employment Program *Due 10th of each month*

- Monthly Expenditure Report and Request for Funds (CDA 29)

Health Insurance Counseling and Advocacy Program *Due 15th of each month*

- HICAP Monthly Report of Expenditure/Request for Funds (CDA 245)

Long-Term Care Ombudsman Program *Due 15th of each month*

- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund (CDA-OMB-300)

** Payments are made on or about the 20th of the month, or the following business day if the 20th falls on a holiday or weekend, for accurate expenditure reports received by the due date. Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
 - Due by March 15th
- **Annual Financial Close Out Report**
 - Due by July 15th with exception of HICAP, which is due within 30 days of end of funding period
- **Copy of Audit**, as required by contract
 - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property**
 - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

APPENDIX E

Required Reports and Due Dates

Program Reports

Monthly Service Unit Report (Form 186M) *Due 7th working day of each month*

- **Title III B Adult Day Care**
 - Attach Q Monthly Service Roster
 - Attach associated Client Intake Forms
 - Attach Client Deactivation Request
- **Title III B Legal Assistance**
- **Title III B Transportation**
- **Title III D Health Promotion**
- **Title VII (b) Elder Abuse Prevention, Education, & Training**
- ***Health Insurance Counseling and Advocacy Program (HICAP)**
 - Attach final version of Monthly HICAP Aggregate Data Report from SHARP system

**Due date subject to California Department of Aging notifications*

Monthly Title III C Elderly Nutrition Program Reports *Due 7th working day of each month*

- | | |
|----------------------------------|--|
| • Q Monthly Service Roster | • Nutrition Volunteer Summary Report |
| • Daily Sign-In Sheets | • Cash Count Sheet |
| • Associated Client Intake Forms | • Food Preparation Center Food Service |
| • Client Deactivation Request | • Check Sheet |

Quarterly Reports *Due 15th of each month*

- **Title III B California Legal Services** Quarterly Aggregate Report (CDA 1022)
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report (CDA 1037)
- ****Title V Senior Community Service Program** Quarterly Service Unit Report (Form 186Q)
 - Attach final Quarterly Progress Report from SPARQ system

***Due date subject to California Department of Aging notifications*

Quarterly Reports *Due 30th of each month*

- **Long-Term Care Ombudsman Program**
 - Copy of completed Quarterly Ombudsman Reporting Form (OSLTCO S301) as submitted to the California Department of Aging
 - Attach supporting aggregate program performance data from the Ombudsman Data Integration Network (ODIN) for July 1st through last day of reporting quarter

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 74.14 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the Fresno-Madera Area Agency on Aging (Agency on Aging) may consider an Agreement with a Contractor to be at-risk if the Agency on Aging determines that the Contractor:

- A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:
 - 1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
 - 2. Financial reports do not include program income and the required match of funds;
 - 3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
 - 4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
 - 5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.
- B. Is not financially stable;
- C. Has a management system which does not meet the management standards set forth in Article VI, Section B, Accountability for Funds, of this Agreement;
- D. Has not conformed to terms and conditions of previous awards; or
- E. Is otherwise not responsible, for which examples include, but are not limited, to:
 - 1. Financial or program reports are late, incorrect, or incomplete;
 - 2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
 - 3. Corrective action plans are not implemented by the due date;
 - 4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

5. Failure to respond to telephone or written communications from the Agency on Aging in a timely manner; or
6. A violation of the law or failure to comply with any condition of this Agreement.

II. Sanctions

The Agency on Aging may impose sanctions (special conditions and/or restrictions) on the Contractor that correspond to the at-risk condition. Such sanctions may include:

- A. Withholding of funds;
- B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;
- C. Requiring preparation and implementation of an acceptable corrective action plan;
- D. Additional contract monitoring;
- E. Requiring the Contractor to obtain technical or management assistance;
- F. Establishing additional prior approvals; and/or
- G. Withholding authority to continue provision of service within a given funding period.

Sanctions may be imposed upon approval by the Executive Director of the Agency on Aging, with the exception of Item II.G above, which requires approval by the Agency on Aging Governing Board.

For sanctions identified in Items II.A through II.F above, the Agency on Aging will promptly remove sanctions once the conditions that prompted them have been corrected.

For the sanction identified in Item II.G above, the sanction will be removed when the Contractor takes corrective action satisfactory to the Agency on Aging and/or the Contractor has been restored to satisfactory status in accordance with the terms and conditions of this Agreement.

III. Notification to Provider

The Agency on Aging will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

- A. The nature of the sanctions;
- B. The reason(s) for imposing them;

- C. The effective date of the sanctions;
- D. The legal or contractual citation upon which the sanction is based;
- E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and
- F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

Should the at-risk condition(s) remain unresolved following the imposition of sanctions, the Agency on Aging may proceed to terminate the Agreement with the Contractor, in accordance with Article XVII of this Agreement, *Termination*.

APPENDIX G

FRESNO-MADERA AREA AGENCY ON AGING APPEAL PROCEDURE FOR SERVICE PROVIDERS

I. Actions Subject to Appeal

- A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal (Title 22 CCR §7704 (c)(1) – (c)(3)(C)):
1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.
 2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.
 3. Denial of an application to provide services when any of the following exist:
 - a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);
 - b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;
 - c) The lack of substantial evidence to support the Agency on Aging's action.

II. Method of Notification

- A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested, or by personal delivery in writing.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.
- C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging,

the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.

- D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

III. Process

- A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.
- B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.
- C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
- D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:
 - 1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;
 - 2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and
 - 3. Provide written notification of its determination to the service provider.
- E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full

Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:

1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;
2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.

1. The hearing before the Agency on Aging Governing Board shall consist of:
 - a) Receipt and review of all previously submitted documents concerning the appeal;
 - b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;
 - c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and
 - d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.
2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.

- a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.

Appendix H
Fresno-Madera Area Agency on Aging
3837 N. Clark St., Fresno, CA 93726
Contact List for Service Providers

Telephone Number for All Contacts: (559) 600-4405

<p>Linda Descoteaux Administrative Manager Email: ldescoteaux@fmaaa.org Fax: (559) 243-5918</p>	<p>Contract Administration Administrative & Program Monitoring (excluding Nutrition) Area Agency on Aging Area Plan and Updates Service Unit Planning and Performance Q Care Access Client Database Administration</p>
<p>Teresa Scheidt Senior Accountant Email: tscheidt@fmaaa.org Fax: (559) 243-5918</p>	<p>Budget Questions Financial Close-Out Reports Fiscal Monitoring Monthly Payments to Service Providers Quarterly Reports of Expenditures & Donation Revenue</p>
<p>Adam Vinogradoff Administrative Analyst Email: avinogradoff@fmaaa.org Fax: (559) 243-5918</p>	<p>Monthly Service Unit Reports and Supporting Rosters Quarterly Service Unit Reports Client Intake Forms Congregate Meal Site Rosters & Daily Sign-In Sheets Nutrition Volunteer Summary Report</p>
<p>Stephanie Jenkins Program Coordinator Email: sjenkins@fmaaa.org Fax: (559) 243-5651</p>	<p>Congregate Nutrition Site Procedures Daily Congregate Meal Counts Nutrition Site Food Safety Nutrition Site Monitoring Nutrition Supply Order Forms</p>
<p>Cory Scholtes Peggy Bakeman Program Coordinators Email: cscholtes@fmaaa.org pbakeman@fmaaa.org Fax: (559) 243-5651</p>	<p>Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program</p>

Appendix I

Fresno-Madera Area Agency on Aging Emergency Contact Information

Information and Assistance:	(559) 600-4405 (800) 510-2020
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Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	PO Box 28093 Fresno, CA 93729
After Hours Phone:	(559) 930-5847

Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	2942 E. Swift Ave. Fresno, CA 93726
After Hours Phone:	(559) 222-1468

APPENDIX J

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Definition of Focal Point: *A facility established to encourage the maximum collocation and coordination of services for older individuals. (42 USC Section 3002 (21))*

State Planning and Service Area (PSA) 14		
Fresno-Madera Area Agency on Aging	3837 N. Clark St.	Fresno, CA 93726
Senior Resource Center	2025 E. Dakota Ave.	Fresno, CA 93726
Fresno City		
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Ted C. Wills Center	770 N. San Pablo Ave.	Fresno, CA 93728
Fresno County		
Caruthers Senior Center	13441 S. Quince Ave.	Caruthers, CA 93609
Clovis Senior Center	850 4th St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Edwin Blayney Senior Center	108 N. 3 rd St.	Fowler, CA 93625
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5 th St.	Huron, CA 93234
Kerman Senior Center	720 S. 8 th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Nick Medina Senior Center	2301 Selma St.	Selma, CA 93662
Orange Cove Senior Center	699 6 th St.	Orange Cove, CA 93646
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Madera City		
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644

APPENDIX K

Request for Taxpayer Identification Number and Certification

Please complete Internal Revenue Service Form W-9, which is provided on the next page.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.