

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, 2016, to June 30, 2017, including any subsequent amendments and all necessary supporting documents.

Name of Chair *(Please Print)*
Governing Board

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 lessor 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 V, Section H, *Information Integrity and Security*, 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 §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, 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 →

| | | |
|-------|-----|------|
| June | 30 | 2017 |
| 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
 - 1st HICAP Financial Closeout Report for federal funds from July 1-March 31 due by April 30th
 - 2nd HICAP Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30th
- **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 HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month
- *Due date subject to California Department of Aging notifications*

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

- Q Monthly Service Roster
- Daily Sign-In Sheets
- Associated Client Intake Forms
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Cash Count Sheet
- Food Preparation Center Food Service
- 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
 - **Title V Senior Community Service Program** Quarterly Narrative Report
- **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 program performance data from the Ombudsman Data Integration Network 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 the *Termination* section of this Agreement (Article XVII, Title III and Title VI Area Plan Contracts; Article XVI, Title V Contract; Article XVI, Health Insurance Counseling and Advocacy Program Contract).

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@fmaaaa.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@fmaaaa.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@fmaaaa.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@fmaaaa.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@fmaaaa.org pbakeman@fmaaaa.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 |
|-----------------------------|----------------------------------|

| | |
|---|---------------------------------------|
| 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))*

| PSA 14 Designated Community Focal Points | | |
|---|----------------------------|--------------------------|
| Fresno County | | |
| Fresno-Madera Area Agency on Aging (includes Senior Resource Center/Sierra Resource Campus) | 3837 N. Clark St. | Fresno, CA 93726 |
| 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 |
| Mary Ella Brown Community Center | 1350 E. Annadale Ave. | Fresno, CA 93706 |
| Mendota Senior Center | 415 Sorenson Ave. | Mendota, CA 93640 |
| Mosqueda Community Center | 3670 E. Butler Ave. | Fresno, CA 93702 |
| Nick Medina Senior Center | 2301 Selma St. | Selma, CA 93662 |
| Orange Cove Senior Center | 699 6 th St. | Orange Cove, CA 93646 |
| Pinedale Community Center | 7170 N. San Pablo Ave. | Pinedale, CA 93650 |
| 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 |
| Ted C. Wills Community Center | 770 N. San Pablo Ave. | Fresno, CA 93728 |
| Madera County | | |
| Chowchilla Senior Center | 820 Robertson Blvd. | Chowchilla, CA 93610 |
| Frank A. Bergon Senior Center | 238 S. D St. | Madera, CA 93637 |
| Pan-American Community Center | 703 E. Sherwood Way | Madera, CA 93638 |
| 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 and sign 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. CITY OF FRESNO | | |
| | 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"/> 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 checked="" type="checkbox"/> Other (see instructions) ▶ Tax Exempt Government or Public Agency | 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small> | |
| | 5 Address (number, street, and apt. or suite no.) 1515 E. DIVISADERO ST. | Requester's name and address (optional) | |
| | 6 City, state, and ZIP code FRESNO, CA 93721 | | |
| | 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 | |
| 9 4 - 6 0 0 0 3 3 8 | |

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ <i>Karen M. Nance</i> | Date ▶ <i>2/10/14</i> |
|------------------|--|-----------------------|

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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
- 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.

| | | |
|--------------------|--------------------------------------|------------|
| Certificate Number | CERTIFICATE OF SELF-INSURANCE | Issue Date |
| 20172160 | | 7/18/16 |

City of Fresno
 Personnel Services Department
 Risk Management Division
 Fresno, CA 93721-3612
 (559) 621-6900

COVERAGE AFFORDED BY THIS CERTIFICATE IN NO EVENT EXCEEDS THE COVERAGE AFFORDED BELOW. THIS COVERAGE DOES NOT EXTEND TO THE SOLE NEGLIGENCE OR WILFUL MISCONDUCT OF THE ADDITIONAL INSURED.

COVERAGES

THIS IS TO CERTIFY THAT THE CITY IS SELF-INSURED FOR THE COVERAGE AND PERIOD SHOWN BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE FOR GENERAL LIABILITY AND AUTO LIABILITY IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE SPECIAL EXCESS LIABILITY POLICY FOR PUBLIC ENTITIES, WHICH THE CITY MIRRORS IN PROVIDING THIS SELF-INSURANCE.

| Type of Coverage | Effective Date | Expiration Date | Limits of Liability | |
|------------------------------|----------------|-----------------|--|-------------|
| General Liability | 07/01/2016 | 06/30/2017 | Each occurrence | \$3,000,000 |
| Automobile Liability | 07/01/2016 | 06/30/2017 | Combined Single Limit (each accident) | \$3,000,000 |
| Workers' Compensation | | | Statutory Limits | |
| Employer's Liability | | | Each Accident Disease – Each employee Disease – Policy Limit | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The Fresno-Madera Area Agency on Aging (FMAAA) its officers, agents, employees, and servants are included as additional insureds with respect to work performed for the FMAAA under this Agreement: Contract No. 15-0310, Site Management.

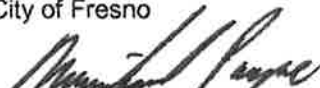
CERTIFICATE HOLDER

Fresno-Madera Area Agency on Aging
 3837 N. Clark Street
 Fresno, CA 93726

CANCELLATION

COVERAGE IS IN EFFECT AS STATED ABOVE AND WILL NOT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, EXCEPT UPON 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

City of Fresno



Michael Payne, Risk Manager



SENIOR HOT MEALS AND RECREATION PROGRAM



Fun for Seniors



The Parks, After School, Recreation and Community Services Department (PARCS) enriches the lives of Fresno citizens by investing in parks, open space and by providing diverse opportunities for human development and social interaction.

City of Fresno
Parks, After School, Recreation and Community Services Dept.
1515 E. Divisadero Street
Fresno, CA 93721



A culture of excellence where
people get the best every day.

Mission Statement

The City of Fresno's Parks, After School, Recreation and Community Services Department is pleased to provide a quality lunch and recreation program for older adults. Our nutrition and social programs are operated at 6 sites throughout the City of Fresno. Lunch is served Monday through Friday (excluding holidays) at Community, Neighborhood and Senior Residential Centers.

Suggested contribution for a hot meal is \$1.50 for adults 60 years and older. The contribution is kept confidential and no one will be denied a meal due to the inability to donate the suggested amount. Those 59 and younger are welcome, but will be charged \$3.50 per lunch. The Senior Hot Meals and Recreation Program is funded by a Community Development Block Grant (CDBG), City of Fresno General Fund and by the Fresno-Madera Area Agency on Aging (FMAAAA).

In addition to serving lunches, a friendly social environment is offered, which provides the opportunity to build new friendships and expand your interests. Activities include, but are not limited to:

- Ceramics - Exercise
- Special Events - Monthly Social Dances
- Volunteer Opportunities

Each center is unique in it's own activities, please call for specific information. Don't sit at home alone. Visit the site nearest you to enjoy a nutritious hot lunch, recreation activities, and the company of others.

For additional information on the services provided through the City of Fresno Senior Hot Meals and Recreation Program call **559.621.6619**.

Visit our website www.fresno.gov/SeniorConnection

Program Locations & Hours



Lafayette Neighborhood Center
1516 E. Princeton Ave.
10 a.m. to 1 p.m.
222-8574

Pinedale Community Center
7170 N. San Pablo Ave.
9 a.m. to 1 p.m.
974-6720

Mary Ella Brown Community Center
1350 E. Annadale Ave.
10 a.m. to 1 p.m.
488-1501

Senior Citizens Village
1917 S. Chestnut Ave.
10 a.m. to 1 p.m.
456-8173

Mosqueda Community Center
4670 E. Butler Ave.
9 a.m. to 1 p.m.
454-2652

Ted C. Wills Community Center
770 N. San Pablo Ave.
9 a.m. to 1 p.m.
621-6742

