

FRESNO-MADERA AREA AGENCY ON AGING AMERICAN RESCUE PLAN ACT 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 American Rescue Plan Act 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 American Rescue Plan Act Agreement; American Rescue Plan Act 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. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR §200.1 and 45 CFR §75.2)
- D. "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.
- E. "CCR" means California Code of Regulations.
- F. "CFR" means Code of Federal Regulations.
- G. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR §200.1 and 45 CFR §75.2)

- H. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).
- I. "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.
- J. "OAA" means Older Americans Act.
- K. "OMB" means the federal Office of Management and Budget.
- L. "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 goods created under an Agency on Aging grant of funds.
- M. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.
- N. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR §200.1 and 45 CFR §75.2).
- O. "Recoverable cost" means the questioned cost identified from an audit.
- P. "Reimbursable item" also means "allowable cost" and "compensable item."
- Q. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.
- R. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor or

Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services under this Agreement.

- S. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out any part of a federal award identified in this Agreement.
- T. “USC” means United States Code.
- U. As used throughout this Agreement, the term “shall” is mandatory; the term “may” is permissive.
- V. 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 of 1965 and Amendments of 2020 (OAA as amended) and other applicable federal statutes and their implementing regulations.
 - 2. If applicable, the Older Californians Act and other California State codes and regulations.
 - 3. Contract Agreement, including American Rescue Plan Act Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.
 - 4. Any other documents incorporated herein by reference, including, if applicable, the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>.
 - 5. Program memos and other guidance issued by the California Department of Aging, including those specific to American Rescue Plan Act funding.
- W. American Rescue Plan Act means the American Rescue Plan Act of 2021 (P.L. 117-2) signed into federal law on March 11, 2021.

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 Area Agency on Aging, 2520 West Shaw Lane, Suite 101A, Fresno, California, 93711.

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, 2023, through June 30, 2024, 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 one additional one-year period subject to annual renegotiation and availability of American Rescue Plan Act 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 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 Section C.1.b of this Article.
 - 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 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

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 ten percent (10%).
 - b. An Amendment to the Agency on Aging's Area Plan if such reduction is greater than twenty percent (20%), 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 California Department of Aging and the Agency on Aging for training and meetings, which the California Department of Aging or 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 (Appendix B), which are hereby incorporated by reference. In addition, Contractor shall ensure compliance with the following:

1. Equal Access to Federally-Funded Benefits, Programs, and Activities

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 California Government Code §11135 et seq., and 22 CCR §11140 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]

3. California Civil Rights Laws (Public Contract Code §2010)
 - a. For contracts of \$100,000 or more, executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).
 - b. For contracts of \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).
4. 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.]
5. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
6. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

H. Information Integrity and Security

1. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code §11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; CDA Program Memorandum 07-18, Protection of Information Assets; and the Statewide Health Information Policy Manual.

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 Assets may be in hard copy or electronic format and may include, but are not limited to:
 - 1) Reports;
 - 2) Notes;
 - 3) Forms;
 - 4) Computers, laptops, cellphones, printers, scanners;
 - 5) Networks (LAN, WAN, WIFI), servers, switches, routers;
 - 6) Storage media, hard drives, flash drives, cloud storage;
 - 7) Data, applications, databases.

2. Encryption of Computing Devices

The Contractor, and its subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to, workstations, servers, 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).

- a. Use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs) is not allowed under this Agreement.

3. Disclosure

- a. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI 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, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other

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

- c. "Personal 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, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
- e. The Contractor, and its Subcontractors/Vendors, 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, and its Subcontractors/Vendors, 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. Privacy and Information Security Awareness Training

- a. The Contractor's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required Privacy and Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security and Privacy, at the following URL:

https://www.aging.ca.gov/Information_security

- b. Privacy and Information Security Awareness Training must be completed within thirty (30) days of the start date of the

Contract/Agreement; within thirty (30) days of the start date of any new employee, Subcontractor, Vendor, or volunteer's employment; and annually thereafter.

- c. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging and the California Department of Aging upon request.

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) and ensure that Subcontractors/ Vendors comply with the privacy and security requirements of HIPAA.

6. Information Integrity and Security Statement

The Contractor shall sign and return to the Agency on Aging the *Information Integrity and Security 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, including PSCI, from unauthorized access and disclosure.

7. Security Incident Reporting

A security incident occurs when CDA and/or Agency on Aging information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors 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. The Security Incident Report form (CDA 1025) is available on the CDA Web site at the following URL:

https://www.aging.ca.gov/Information_security

8. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/ Vendors, to anyone whose PSCI could have been breached in

accordance with HIPAA, the Information Practices Act of 1977, and State 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, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files, and backup files are 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/Vendors.

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 Section J.2 of this Article, 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, Section H, *Information Integrity and Security*, and Article V, Section 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 by the Contractor and financed with funds under this Agreement 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 the following statement: “The conclusions and opinions expressed may not be those of the Agency on Aging and/or the California Department of Aging and this publication may not be based upon or inclusive of all raw data.”

5. 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.
6. The Contractor shall forward a copy of all products and material developed in whole or in part with Agreement funds to the Agency on Aging for file.

K. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended. [42 USC §7401]
2. Federal Water Pollution Control Act, as amended. [33 USC §1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR §29] [Executive Order 11738]
4. State Contract Act. [California Public Contract Code §10295 et seq.]
5. Unruh Civil Rights Act. [California Public Contract Code §2010]

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. This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act.
 - 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 §3145] [29 CFR §3];
 - ii) Davis-Bacon Act [40 USC §3141 et seq.] [29 CFR §5];
 - iii) Contract Work Hours and Safety Standards Act [40 USC §3701 et seq.] [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 Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code, in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

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 Contractor 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 and its Subcontractor/Vendors shall comply with California Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
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/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

<http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

- 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. [SCM 3.17.2.A(4)]
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 to be noncompliant 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.

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] [45 CFR §75]

2. The Contractor shall ensure that funding for services as outlined herein are managed and prorated monthly to ensure that adequate American Rescue Plan 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 2 CFR §200.302 and 45 CFR §75.302:

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

C. Unexpended Funds

1. No later than January 1, 2024, the Contractor shall report to the Agency on Aging if any funds awarded through this Agreement will remain unexpended at the ending date of this Agreement.
2. The Agency on Aging shall request and receive from the Contractor release of funds awarded through this Agreement 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. Funding Contingencies

1. It is 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 that 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 to the State, and subsequently to the Agency on Aging, by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of the contracted program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
3. Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized budget. No legal liability on the part of the State or the Agency on Aging for any payment may arise under this Contract until funds are made available; the itemized budget is approved by the State; and the Contractor has received an executed Agreement.
4. If funding for any State or 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 Agreement 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 Agreement.
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.

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 E 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.
- B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2024.
- C. Indirect Costs
 1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed ten percent (10%) of the Contractor's MTDC per funding category.
 2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
 3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and Title VII programs only. Contractors must receive prior approval from the federal awarding agency, through the Agency on Aging with approval from the California Department of Aging, prior to budgeting the excess indirect costs as in-kind.
 4. For major Institutes of Higher Education and major nonprofit organizations, 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(a)] [45 CFR §75.414(a)]

D. Program Specific Funds

1. Program Income

- a. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- b. 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 Section D.1.d of this Article).
- c. 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 Section D.1.d of this Article) and may reduce the total amount of contract funds payable to the Contractor.
- d. For American Rescue Plan Act Title III grant awards only, Program Income may be used to meet the matching requirements of this Agreement.
- e. Program Income must be used to expand baseline services.
- f. 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.

E. Line Item Budget Transfers

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 that exceeds ten percent (10%) 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 line item budget changes. The record shall include the date, amount, and purpose of the transfer. 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.

F. Matching Contributions

1. "Matching Contributions" is defined in Article I, Section H.
 - a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
 - b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.
 - c. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.
2. Minimum matching contributions for American Rescue Plan Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:
 - a. Title III B Supportive Services, Long-Term Care Ombudsman Program, Title III C1 Congregate Nutrition, C-1 Site Management, and Title III C2 Home-Delivered Meals is twenty-five percent (25%).
 - b. Title III E Family Caregiver Support Program is thirty percent (30%).
 - c. Title VII Elder Abuse Prevention; and Title III D Health Promotion – Evidence-Based: No match required.
3. Minimum matching requirements are calculated based on grant award amount, multiplied by the minimum matching contribution percentage set forth in the Terms and Conditions, Article VII, Section F, Subsection 2. For example, if the grant award was for \$20,000, the minimum matching contribution was at 30 percent, then the matching requirement amount would be \$6,000.
4. Matching contributions generated in excess of the minimum required are considered overmatch.

ARTICLE VIII. PAYMENT

- A. The Contractor shall prepare and submit a monthly expenditure report, as indicated in Appendix E, *Required Reports and Due Dates*, by the 15th of each month to the Agency on Aging, unless otherwise specified by the Agency on Aging. The report shall include all costs and funding sources for the month prior.
- B. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.

- C. 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 this Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.
- D. 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*.
- E. 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*.
- F. The Agency on Aging may require financial reports more frequently than indicated in Section A of this Article 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.
- G. Closeout
 - 1. Contractor is required to submit the *Financial Closeout Report* for this Agreement and *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging (FMAAA 32)* to the Agency on Aging by July 15, 2024. If Agreement is terminated or cancelled prior to June 30, 2024, the *Financial Closeout Report* and FMAAA 32 shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.
 - 2. 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 not obligate funds for this Agreement in any subcontracts for service beyond the ending date of this Agreement.
- C. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California or the Agency on Aging.

- D. The Contractor shall maintain on file copies of subcontracts, memorandums, and/or Letters of Understanding which shall be made available for review at the request of the Agency on Aging.
- E. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.
- F. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Workers Compensation liabilities, and if appropriate, automobile liability including non-owned automobile and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The subcontractor's Certificate of Insurance for general and automobile liability shall also name the Contractor, not the Agency on Aging, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- G. 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(s) in the performance of this Agreement.
- H. 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.
- I. 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 California Department of Aging and the Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.
- J. 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, *Audit Requirements*, 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, including confidential records, must be maintained and made available by the Contractor as follows:
 - a. Until an audit of the July 1, 2023 through June 30, 2024 period of expenditures 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 and Risk Management 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.2.a through A.2.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. Source documentation includes, but is not limited to; vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.
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 prepare and submit fiscal 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 fiscal and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.
3. If supporting documentation is required as stated in Article XIV, *Audit Requirements*, all such documentation must accompany the monthly expenditure report.
4. All Program Income received by the Contractor shall be included on the monthly expenditure 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.
5. 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 acquired under this Agreement, which meets any of the following criteria, is subject to the reporting requirements:
1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (a desktop or laptop setup is considered a unit, if purchased as a unit).
 2. All computing devices, regardless of cost (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
 - a. Purchase and use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs) is not allowed under this Agreement.
- C. 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.
- D. Equipment/Property with per unit cost over \$500 or any computing devices, regardless of cost, requires justification from the Contractor and approval from the California Department of Aging. The Contractor must submit a detailed listing of planned Equipment/Property purchases in its budget to the Agency on Aging (*Schedule of Program/Site Supplies and Equipment Purchases*, page 4 of Exhibit B, *Budget*). Please note an approved budget is not approval for equipment purchases. The Agency on Aging will notify the Contractor when the California Department of Aging has rendered an approval decision.
- 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.
- F. 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; fund source; and specific location of the property.
 - G. The Contractor shall maintain a cumulative inventory, including the Asset Tag number and all information required by Section F 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.
 - H. 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, which identifies the property as State of California property. The Contractor shall enter the Asset Tag number on the cumulative inventory records maintained by the Contractor for this Agreement.
 - I. 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 submit *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) with the annual Financial Closeout Report to the Agency on Aging. Corresponding reconciliation must be kept on file and available for review by the Agency on Aging.
 - J. 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 California Department of Aging, through the Agency on Aging, for all reportable property as defined in Section B of this Article. The Contractor shall submit a *Request to Dispose of Property* (FMAAA 248) to the Agency on Aging to request disposal of property.

Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is provided by the California Department of Aging and the Agency on Aging notifies the Contractor of the State's instructions for disposition of property.

Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from CDA.

Once property has been disposed as per the State's authorization and instructions, the item(s) shall be removed from the Contractor's inventory report.

- K. The Contractor must sanitize property (remove all confidential, sensitive, or personal information) prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops. The Contractor must attach documentation of sanitation of such devices to the *Request to Dispose of Property* (FMAAA 248) requesting property disposal.
- L. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify the Agency on Aging and shall provide copies of investigative documentation and police reports as requested by the Agency on Aging or the CDA. In addition, the Contractor shall complete a *Request to Dispose of Property* (FMAAA 248) and provide it to the Agency on Aging.
- M. 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, including property acquired with grant funds, matching funds, monetary donations, and in-kind donations as entered on the budget, budget revisions, and/or closeout report for this Agreement, unless otherwise required by federal law or regulations.
- N. 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.
- O. 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.

- P. The Contractor shall use the property for the purpose for which it was intended under this Agreement.
- Q. 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.
- 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 State representatives and the Agency on Aging 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, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State and the Agency on Aging in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its Agency on Aging funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has

occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA or the Agency on Aging.

ARTICLE XIV. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, the Agency on Aging, and any entity selected by the State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA and/or the Agency on Aging will provide timely notice to the Contractor.
2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, the Agency on Aging, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government and the Agency on Aging access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA and Agency on Aging fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure

compliance with applicable laws, regulations, grants, and contract requirements.

2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR §200.1 and 45 CFR §75.2).
 - b. Internal controls (2 CFR §200.303 and 45 CFR §75.303).
 - c. Allocation of expenditures (2 CFR §200.1 and 45 CFR §75.2).
 - d. Allowability of expenditures (2 CFR §200.403 and 45 CFR §75.403).
 - e. Equipment expenditures and approvals, if required (2 CFR §200.439 and 45 CFR §75.439).

C. Contractor Single Audit Reporting Requirements

1. 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; 2 CFR §200.501 to 200.521; and 45 CFR §75.501 to 75.521. A copy shall be submitted to the Agency on Aging's mailing address:

Fresno-Madera Area Agency on Aging
2037 West Bullard Avenue #512
Fresno, California 93711

2. The copy shall 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, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
3. For purposes of reporting, 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" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section L of this Article.

4. 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.
- D. 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 CDA review.
 - E. Contractor Resolution of Contractor’s Subrecipients
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. The Contractor shall, at a minimum, perform Contract Resolution with fifteen (15) months of the “Financial Closeout Report.”
 - F. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR §200 and 45 CFR §75, Subparts F-Audit Requirements.
 - G. 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 §200.501-200.521 and 45 CFR §75.501-75.521.
 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 and 45 CFR §75.352]; documented review of financial statements; and documented expense verification, including match; etc.).

- H. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:
1. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 2. Records that identify adequately the source and application of funds for each federally funded activity.
 3. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 4. Comparison of expenditures with budget amounts for each federal award.
 5. Written procedures to implement the requirements of 2 CFR §200.305 and 45 CFR §75.305.
 6. Written procedures for determining the allowability of costs in accordance with 2 CFR §200 and 45 CFR §75, Subparts E-Cost Principles. [2 CFR §200.302 and 45 CFR §75.302]
 7. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 8. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- I. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements:
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 and 45 CFR §75.512]
 2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509 and 45 CFR §75.509]
 3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514 and 45 CFR §75.514]

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 and 45 CFR §75.515]
 5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, and 45 CFR §75, Subpart F-Audit Requirements.
- J. Requirements identified in this Article shall be included in Contractor's contracts with Subcontractors. Further, 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.
- K. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act, 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - 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.
 - b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act, 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: Activities allowed or

not allowed; allowable costs/cost principles; eligibility; and reporting.

L. 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 single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.042 American Rescue Plan, 2021, Long-Term Care Ombudsman Older Americans Act Title VII Ombudsman
- 93.043 American Rescue Plan, 2021, Preventative Health Older Americans Act Title III-D
- 93.044 American Rescue Plan, 2021, Supportive Services Older Americans Act Title III-B
- 93.045 American Rescue Plan, 2021, Congregate Meals Older Americans Act Title III-C1
- 93.045 American Rescue Plan, 2021, Home Delivered Meals Older Americans Act Title III-C2
- 93.052 American Rescue Plan, 2021, Family Caregivers Older Americans Act Title III-E

“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 subcontractors that meet the definition of “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 45 CFR §75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR §75 Requirements], Audits of States, Local Governments [45 CFR §75

Appendix V to Part 75 F.1], and Non-Profit Organizations [45 CFR §75 Appendix IV to Part 75 C.2.a])

- M. 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 automobile 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-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - \$ 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 mailing address (2037 West Bullard Avenue, #512, Fresno, CA 93711) 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. VOLUNTARY CONTRIBUTIONS

- 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-A services shall not use means tests.
 2. Any Title III or Title VII-A 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-A services shall be non-coercive. Voluntary Contribution letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Voluntary Contribution letters may not resemble a bill or statement.
 4. Each Contractor 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.
 - e. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement at any time during the Agreement term, 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, 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 and 45 CFR §75.205. 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.
- E. This contract will automatically terminate at the end of the one year contract award term, subject however, to an extension otherwise agreed to in writing, or to earlier termination or cancellation as herein provided.

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. NOTICES

- 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) Registered or certified mail, postage prepaid and return receipt requested; or 2) Overnight mail.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current mailing address, 2037 West Bullard Avenue, #512, Fresno, CA 93711, 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.

Appendices Cover Page

- Type entries in highlighted boxes as indicated.
- Appendices are set up for two-sided printing. Blank pages have been inserted where needed to accommodate two-sided printing.
- Print two two-sided sets after typing entries, and obtain original signatures and dates on both sets where indicated.

APPENDIX A
RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of City of Kerman
(Service Provider)

hereby authorizes John Jansons, City Manager
(Name and Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the time period of this contract commencing July 1, 2023, and ending June 30, 2024, including any subsequent amendments and all necessary supporting documents.

Maria Pacheco
Name of Chair (Please Print)
Governing Board

Signature of Chair
Governing Board

September 27, 2023
Date

APPENDIX B
CONTRACTOR CERTIFICATION CLAUSES

CERTIFICATION

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.

City of Kerman

Contractor/Vendor Name (Typed)

94-6000351

Federal ID Number

9/28/2023

Date Executed

Authorized Signature

John Jansons, City Manager

Name and Title of Person Signing (Typed)

CONTRACTOR CERTIFICATION CLAUSES

Source: State of California CCC 04/2017

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (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

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

future State and Fresno-Madera Area 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 State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State and the Fresno-Madera Area 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 State of California.
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 state 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 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

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

authorized officials of the contracting agency, 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

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))

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

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 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 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 State 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 State 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 another state agency or other governmental entity.

APPENDIX C
INFORMATION INTEGRITY AND SECURITY STATEMENT

CERTIFICATION

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

City of Kerman

Contractor/Vendor Name (Typed)

23-0101ARP

Contract Number

9/28/2023

Date

Authorized Signature

John Jansons, City Manager

Name and Title of Person Signing (Typed)

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300, the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) 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 Sections 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to the Fresno-Madera Area Agency on Aging and a

APPENDIX C
INFORMATION INTEGRITY AND SECURITY STATEMENT

Security Incident Report form (CDA 1025A and 1025B) 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.

- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Agreement will continue after termination of the Agreement with the Fresno-Madera Area Agency on Aging.
- All employees/subcontractors of the Contractor/Vendor will complete the required Privacy and Information Security Awareness Training module within 30 days of the start date of the Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually. The training is located online at https://aging.ca.gov/Information_security.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in Article V, Section H, Information Integrity and Security, of this Agreement.
- All employees/subcontractors of the Contract/Vendor must comply with the encryption and self-certification requirements as outlined in Article V, Section H, Information Integrity and Security, of this Agreement.

CERTIFY

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.
- Meets the encryption requirements in Article V, Section H, Information Integrity and Security, of this Agreement.
- Is in full compliance with the 128 Encryption requirements.
- Is not in compliance with the 128 Encryption requirements and will achieve compliance by the following date: _____, ____.

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.

- **Review Article XIV of this Agreement (Audit Requirements).**
- **Place a check mark in the appropriate box below:**

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	2024
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

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 by the last day of the month 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 15, 2024
- **Annual Financial Close Out Report and FMAAA 32, Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging**
 - 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 (FMAAA 248)**
 - 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 month:

- **Title III B Adult Day Care**
 - Attach Q Monthly Service Roster, associated Client Intake Forms, and 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**

Due 15th of each month:

- **Health Insurance Counseling and Advocacy Program (HICAP)**
 - Attach final version of HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month

***Monthly Title III C and ARP Grant Elderly Nutrition Program Reports**

Due 7th working day of month:

- Q Monthly Service Roster with client signatures and a “1” entered for each meal
- Daily Sign-In Sheets with initials entered by client for each meal
- Associated Client Intake Forms (originals; must be completed July 1, 2021 or later)
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Food Preparation Center Food Service Check Sheet

***See Policy and Procedure Manual, provided to Site Coordinator, for full instructions**

Quarterly Reports

Due 15th of month following reporting period:

- **Title III B California Legal Services** Quarterly Aggregate Report *(CDA 1022) through 4Q FY 21-22.*
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report *(CDA 1037)*

Due 30th of month following reporting period:

- **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, 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, 2037 W. Bullard Ave., #512, Fresno, CA 93711.

- 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
2520 WEST SHAW LANE, SUITE 101A, FRESNO CA 93711**

MAILING ADDRESS: 2037 WEST BULLARD AVENUE, #512, FRESNO, CA 93711

PROGRAM CONTACT LIST FOR SERVICE PROVIDERS Telephone Number for All Contacts: (559) 214-0299

**Jamie Sharma – Ext. 500
Executive Director**

Email : jsharma@fmaaa.org
Fax : (559) 243-5918

**Paul Bustamante – Ext. 501
Director of Finance**

Email: pbustamante@fmaaa.org
Fax: (559) 243-5918

**Vacant– Ext. 401
Finance Manager**

Email: Fax: (559)
243-5918

**Hillaree Bennett- Ext. 102
Program Director**

Email:
hbennett@fmaaa.org
Fax: (559) 243-5918

**Stephanie Jenkins – Ext. 203
Nutrition Program Manager**

Email: sjenkins@fmaaa.org
Fax: (559) 243-5918

APPENDIX I
FRESNO-MADERA AREA AGENCY ON AGING
EMERGENCY CONTACT INFORMATION

Information and Assistance:	(559) 214-0299 (800) 510-2020
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Executive Director, Emergency Coordinator, and Public Relations Officer	Jamie Sharma
Virtual Office Mailing Address:	2037 W. Bullard Ave. #512 Fresno, CA 93711
Office Phone:	(559) 214-0299

Program Director, Alternate Emergency Coordinator	Hillaree Bennett
Virtual Office Mailing Address:	2037 W. Bullard Ave. #512 Fresno, CA 93711
Office Phone:	(559)319-0863
After Hours Phone:	(559) 308-6267

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.

Please return only the signature page (page 1). Pages 2-6 are provided for your information only.

EXHIBIT A

TITLE III PROGRAM EXHIBIT Title III C1 – Elderly Nutrition Program Site Management

I. Definitions Specific to Title III Programs:

- A. **Program Requirements** is defined as Title III program requirements found in the Older Americans Act (OAA) [42 USC §3001-3058]; the Code of Federal Regulations (CFR) [45 CFR §1321]; the California Code of Regulations (CCR) [22 CCR §7000 et seq.]; California Department of Aging Program Memoranda; and California Retail Food Code (CRFC).
- B. **Title III C1 Congregate Nutrition Services** is defined as nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans. To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria [22 CCR §7638.7(a)]:
1. Be open to the public [45 CFR §1321.53(b)(3)].
 2. Not means test [OAA §315(b)(3)].
 3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service [OAA §315(b)(4), 22 CCR §7638.9].
 4. Not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR §200.403(f), 45 CFR §75.403(f)].
- C. **Title III C2 Home-Delivered Nutrition Services** is defined as nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans. [22 CCR §7135, 22 CCR §7638.7(c)].

- D. **Eligible Service Population** is defined as individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, individuals with limited English proficiency, and older individuals residing in rural areas. [OAA §305(a)(2)(E); 22 CCR §§7125, 7127, 7130, 7135].
- E. **Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.
- F. **CRFC** means the California Retail Food Code, which is a uniform statewide health and sanitation standard for food facilities, found in Section 113700 et seq., California Health and Safety Code.
- G. **Urban**, for purposes of this Agreement, is defined as: 1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000; and 2) and incorporated place or a census designated place with 20,000 or more inhabitants. A rural area is any area that is not defined as urban.
- H. **Eligible Participant** is defined as:
1. **Congregate Meals**: Individuals eligible to receive a meal at a congregate nutrition site are:
 - a. Any older individual (sixty (60) years of age or older).
 - b. The spouse of any older individual.
 - c. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - d. A disabled individual who resides at home with and accompanies an older individual who participates in the program.

[22 CCR §7638.7(a)(1)-(4)]

2. Volunteer Meals

- a. The Contractor may offer a meal to a volunteer under age sixty (60), if doing so will not deprive an individual age sixty (60) or older of a meal. [22 CCR §7636.9(b)(3); CCR §7638.7(b); and OAA §339(H)]
- b. The Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR §7638.7(b)(2)]

3. Home-Delivered Meals: Individuals eligible to receive a home-delivered meal are:

- a. Any individual 60 years of age or older who is frail, homebound, or isolated by reason of illness, disability, or isolation. [22 CCR §7638.7(c)(1)] These individuals shall be given priority in the delivery of services. [45 CFR §1321.69(a)]
 - i. Frail means that an older individual is determined to be functionally impaired because the individual either:
 - 1) Is unable to perform at least two activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring, and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; [22 CCR §7119(a)] or
 - 2) Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others. [22 CCR §7119(b)]
- b. A spouse of an eligible individual as described in item H.3.a above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual. [22 CCR §7638.7(c)(2)]
- c. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program. [22 CCR §7638.7(c)(3)]

- I. **Current Meal Rate** is defined as the current vendor meal rate plus an additional amount established by the Fresno-Madera Area Agency on Aging (Agency on Aging) to recover costs associated with this process.
- J. **Eligible Meal** is defined as meals served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and complies with the most current Dietary Guidelines for Americans.
- K. **Individual with a Disability** is defined as an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 USC §12102), who is not less than age 18 and not more than age 59. [OAA §372(a)(2)]
- L. **Volunteer** means an individual who provides services without pay, but may receive reimbursement for expenses, and who has been provided with orientation and Agency on Aging mandated training in compliance with Title 22, CCR §7635.5.

II. **Scope of Work**

The service provider is charged with providing site management services to the “eligible service population” within the service provider’s area of influence as specified in Exhibit E, Item 2 of this Agreement.

A. **Assurances**

- 1. The service provider will comply with all the Program Requirements and those required under the California Retail Food Code (CRFC).
- 2. Meal Count Allocation
 - a. The service provider will be charged at the current established meal rate for all meals ordered in excess of the number of eligible meals served to the Eligible Participants within the Title III C program. Participant eligibility is as defined in Title 22, CCR, Article 5, §7638.7.
 - b. The Agency on Aging reserves the right to allocate meal quantities for the Elderly Nutrition Program. The service provider may be held financially responsible, at the Current Meal Rate, for all meals ordered which exceed the site’s assigned allocation. The Agency on Aging has the option to increase or decrease the meal target allocations to individual sites in the event of changes in available funding, or changes in average service levels at individual meal sites.

- c. Only those meals that are served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans, are allowable and counted as meals served.

3. Site Management Responsibilities

In compliance with Title 22, CCR, Article 5, and the Agency on Aging Nutrition Policies and Procedure Manual provided to the service provider's site coordinator, the service provider will:

- a. Assure accurate and timely completion of Client Intake forms, client rosters, daily meal sign-in sheets, Client Deactivation requests, and Nutrition Volunteer Summary reports for the Congregate and Home-Delivered Meals programs;
- b. Verify and order meal counts for Congregate (C1) and Home-Delivered (C2) meals no later than 12:00 noon the business day prior to the service day;
- c. Monitor daily meal service numbers to maintain total monthly meals ordered near or at allocation levels (however, this is not to be construed that the service provider is precluded from serving above allocation levels assigned by the Agency on Aging by using donations or other sources of revenue to supplement the number of meals);
- d. Comply with all Title III C Program and CRFC requirements for client eligibility, and meal service safety and sanitation practices;
- e. Maintain separate and verifiable records of all program income and expenses for Congregate (C1) and Home-Delivered (C2) meals (all donations received from C1 clients must be expended on C1 costs, and all donations received from C2 clients must be expended on C2 costs);
- f. Assess new and continuing home-delivered meal clients for program eligibility. Reassessments of home-delivered meal clients are to be completed quarterly, alternating two in-home visits per year with two telephone reassessments;
- g. Assess new and continuing Congregate Meals clients for program eligibility. Congregate Meals client reassessments are to be conducted at least once during each fiscal year.

- h. Ensure client records are available only to authorized service staff assisting the individual, and keep client records in a secure, locked file cabinet to protect client confidentiality.
- i. Recruit volunteers as needed to provide in-center services for the Congregate (C1) and Home-Delivered (C2) Meals programs, and provide orientation, training, and supervision. A minimum of four hours of training shall be provided annually for all volunteer food service staff, to include, at a minimum:
 - i) Food safety, prevention of foodborne illness, and Hazard Analysis and Critical Control Points (HACCP) principles.
 - ii) Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
- j. Identify and make known available services to eligible individuals through outreach efforts in their community;
- k. Attend Agency on Aging Site Management in-service training meetings as required;
- l. Comply with all Agency on Aging monthly memos and other Agency on Aging correspondence;
- m. Procure and maintain food service and cleaning supplies inventories;
- n. Post menus in a location easily seen by participants at each congregate meal site; ensure menus are legible and easy to read in the language of the majority of the participants; and ensure menus are available in large print;
- o. Not preclude the service of a congregate meal to a participant who has failed to make a reservation, when food is available;
- p. Have a paid staff member, or volunteer, designated to be responsible for the day-to-day activities at each congregate meal site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place;
- q. Have restrooms, lighting, and ventilation which meet the requirements of the CRFC;

- r. Include procedures for obtaining the views of Congregate Meals Program participants about the services received;
- s. Have equipment at congregate meal sites, including tables and chairs, that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization;
- t. Provide a welcoming, pleasant dining environment for congregate meals that affords older adults an opportunity for socialization with their peers and enhancement of a healthy and enriching lifestyle; and
- u. Observe any physical or emotional changes in participants' conditions and report any cases of known or suspected elder abuse to local law enforcement.

B. Additional Assurances

- 1. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.
- 2. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement.
- 3. All reports required by the Agency on Aging must be submitted by the due dates listed in Appendix E of this Agreement.
- 4. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.
- 5. The service provider shall name Fresno-Madera Area Agency on Aging (FMAAA) in any promotional events and/or brochures when promoting the congregate senior nutrition program.
 - a. **Example 1:** "This program is partially funded by the Fresno-Madera Area, Agency on Aging"
 - b. **Example 2:** Thank you to the Fresno-Madera Area Agency on Aging for the partial funding of our congregate senior nutrition program.

IV. Approved Holidays for Nutrition Sites

There are a total of nine recognized holidays (ten days) in which food service will not be provided by central kitchens to congregate meal sites and sites are assumed to be closed:

Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Holiday	Fourth Thursday in November
Christmas Holiday	December 25
New Years Holiday	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Final Monday in May

Exhibit B

BUDGET

INSTRUCTIONS

Please review all instructions before preparing the budget.

The budget forms provided with this contract consist of four pages:

Page 1: *Personnel Budget Detail*

Page 2: *Program Budget by Income Source*

Page 3: *Schedule of Funding Sources*

Page 4: *Schedule of Program/Site Supplies and Equipment Purchases*

These pages are a hard copy of an Excel workbook that the Agency on Aging e-mails to each contracting organization. The workbook contains four separate worksheets, one for each page of the budget.

The following rules apply to all budget pages.

- **Please prepare ONE (OR TWO) budgets for the entire funding period.**
 - **One budget should be prepared for funds allocated for the 12-Month Funding Cycle.**
 - **A second budget should be prepared for funds allocated as One-Time Start-Up Costs to be used within 60 days from receipt of fully executed contract.** More information about One-Time Start-Up Costs is included on Page 3 of this document. Start-up costs are awarded on Page-1 of the contract agreement. Not all sites will be granted a start-up amount for FY 23-24. Please be sure to reference page 1 of grant award.
- (Please note that the maximum amount of grant funding that can be disbursed will be limited to the amounts and periods shown on page 1 of the contract.)
- Please use the Excel workbook and prepare the budget worksheets in sequence so that formulas (cells in shaded areas) calculate across worksheets.
- If your organization does not have access to Excel, please type all entries. Handwritten budgets are not acceptable.
- If using Excel, please do not make any entries in shaded areas of the budget forms, as they contain formulas.
- Please do not change pre-printed line-item descriptions.
- The following heading must appear on all budget pages:
 - *Contracting Agency:* The legal name of the contracting agency.
 - *Contract No.:* Enter the contract number shown on page 1 of this contract.

- *Program*: Funding Source (i.e., Title III C1) and Contracted Program (i.e., Nutrition Site Management) shown on page 1 of this contract.
- *Revision No.*: If providing a revision to a previously approved budget, please enter the revision number.

Definitions:

In-Kind consists of services and/or supplies provided free of charge to your organization from an outside source.

Matching Funds (cost-sharing) means the value of third-party in-kind contributions and that portion of the costs of a grant-supported project or program not borne by the federal government.¹ Neither costs nor the values of third-party in-kind contributions may count towards satisfying a cost-sharing or matching requirement of a U.S. Department of Health and Human Services grant if they have been or will be counted towards satisfying a cost-sharing or matching requirement of another federal grant, a federal procurement contract, or any other award of federal funds.² In other words, matching funds are your share of the program costs plus any in-kind program costs that are not otherwise dedicated to another federal funding source.

Program income cannot be used to meet matching requirements. Program income can only be used to fund the expenses for the respective program for which the program income was received and must be spent before grant funds.

Minimum matching contribution for ARP grants awarded by the Fresno-Madera Area Agency on Aging is 100%.

Any funds used for the contracted program that meet the definition of “matching funds” should be entered in budget fields that require entry of matching funds.

Non-Matching funds are other federal awards and/or cash or in-kind costs used to match other federal awards.

Deferred Program Income is unspent program income from the prior year contract that have been approved by the FMAAA to be carried forward to the current year contract. A letter must be on file with the FMAAA detailing the program income and requesting approval to carry them forward to the new contract.

Indirect costs are those: a) incurred for a common or joint purpose benefiting more than one cost objective; and b) not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs within a governmental unit department or in other agencies providing services to a governmental unit department. Indirect cost pools should be distributed to benefited cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

If your organization has a federally approved Cost Allocation Plan, attach a copy of the plan to the budget. If your organization is charging the contracted program indirect costs based on an internal cost allocation plan (a plan other than a federally approved Cost Allocation Plan), provide a full disclosure of the method used that includes a listing of the types of services/supplies included in the cost allocation plan. This plan must have the prior approval from the FMAAA before being used.

¹ *Federal Grants Management Handbook* Grants Management Advisory Service, February, 1992, Subpart G Ss 74.51. ² *Federal Grants Management Handbook* Grants Management Advisory Service, February, 1992, Subpart G Ss 74.53.

One-Time Start-Up Costs:

The budget for start-up costs must be accompanied with a written plan explaining how these funds are to be utilized along with description of the materials or supplies needed for preparing the site.

Examples of reimbursable costs to be included only as “Start-Up Costs” and needed for reopening the site are listed below. This list is not exhaustive. Please contact FMAAA staff with any questions about the costs associated with your particular start-up plan before submitting your budget.

- Special one-time pest control fumigation services.
- Special one-time janitorial services.
- Cleaning supplies needed for preparing the site for reopening.
- Payroll costs for provider staff for cleaning and preparing for reopening the site.
- Replacement of small kitchen utensils, storage containers.
- Maintenance and repairs to equipment essential for and dedicated solely to the congregate meal program.

The fiscal reports for the expenditure of these funds **must** be accompanied with the supporting invoices.

The reimbursement of provider staff compensation **must** be supported with time sheets reflecting the hours spent preparing the site along with a brief description of the tasks performed.

The invoices for the services of outside vendors must identify what services were performed, the location of the service, what equipment was repaired (if applicable) and any other information necessary to readily identify how these services are connected with the preparation for reopening the site.

Personnel Budget Detail (Budget Page 1 of 4)

Column Label	Column Title	Instructions
A	Position Title	List all paid positions for the contracted program. These positions must agree with those listed under <i>Staffing</i> on page 4 of Exhibit E, <i>Program Narrative</i> . Use additional copies of page 1 if more than 10 positions. If there are multiple positions with the same title, list them separately and enter a distinguishing description, such as <i>Driver-Route 1; Driver-Route 2</i> , etc. Do not enter names of any of the individuals filling the positions.
B	FTE % (40 Hrs=100%)	Full Time Equivalency (FTE) is a percentage of time each position works per week for your organization in total, based on a 40-hour work week (full time); if the individual works 40 hours per week, the FTE % is 100%. If a position works 25 hours per week, the FTE is 62.5% (25 hours divided by 40 hours).
C	Full Annual Salary	Full Annual Salary is the total salary your organization plans to pay this position for all work performed during the contract period. The Total Payroll Taxes (FICA, SUI, FUTA) and Total Benefits (including Workers' Compensation Insurance) should only be listed at the bottom of Columns E through Column I (see page 5 of Instructions, <i>Total Payroll Taxes</i> and <i>Total Benefits</i>).
D	% of Time on Program	<p>This is the percentage of time this position will work on the contracted program. For example, if a full-time position spends 10 hours per week on the contracted program, the percentage of time on program would be 25% (10 hours divided by 40 hours). If a position works 25 hours per week, and 10 hours of this week is spent on the contracted program, the percentage of time on program would be 40% (10 hours divided by 25 hours).</p> <p><i>Note: Current 2 CFR 225 guidelines state that an organization receiving federal funds may budget by estimated percentage; however, the organization must keep adequate records indicating the actual time worked and reconcile cost allocations for personnel to actual time worked periodically during the grant period. This can be achieved by funding positions across differing cost objectives and keeping time logs. Time logs must be certified by the employee and at least one supervisor, and must be available during a fiscal monitoring.</i></p>

Personnel Budget Detail (Budget Page 1 of 4) - Continued

Column Label	Column Title	Instructions
E	FMAAA Grant	For each position listed, enter the amount of the grant for the contracted program that will be allocated for each position.
F	DO NOT USE	DO NOT USE - FOR FUTURE USE
G	Program Income	Enter any Program Income that will be applied to listed positions.
H	Matching Funds	Enter any matching funds that will be applied to listed positions.
I	Non-Matching Funds	Enter any non-matching funds that will be applied for listed positions.
J	Total Personnel Costs	Total of Columns E through I for each position listed; the result should equal Column C (Full Annual Salary) multiplied by Column D (% of Time on Program).

Personnel Budget Detail (Budget Page 1 of 4) - Continued

Row Label	Instructions
Total Salaries	Total of each column, Columns E through I. The total of all entries on this row is calculated for Column J.
Total Payroll Taxes	Enter the total payroll taxes that are a cost of the contractor (FICA, SUI, FUTA) for all positions listed, distributed among Columns E through I. The total of all entries on this row is calculated for Column J.
Total Benefits	Enter the total benefits costs that are a cost of the contractor, including retirement and Workers' Compensation insurance, for all positions listed, distributed among Columns E through I. The total of all entries on this row is calculated for Column J.
Total Personnel Costs	The amounts of the rows Total Salaries, Total Payroll Taxes, and Total Benefits are combined for this row. The total of all entries in the Total Personnel Costs row is calculated for Column J.

In-Kind Personnel Costs	
Description of Work Performed	Enter type(s) of work to be conducted by volunteers in support of the contracted program, i.e., "Assist with serving meals."
Number of Volunteers	Enter the number of volunteers that will conduct the type of work listed.
Hours per Volunteer	Number of hours each volunteer performing the work described in the <i>Description of Work Performed</i> is expected to work during the contract period.
Total Annual Hours	The number of volunteers multiplied by the hours per volunteer.
Rate per Hour	Indicate the rate per hour the volunteer would have been paid if this had been a paid position. The rate should be reasonable, determined by the prevailing rate per hour for the position in the service area.
Total In-Kind	The Total Annual Hours multiplied by the Rate per Hour. The grand total of this column is carried forward to Page 2 of the budget (Line 1, Column G).

Program Budget By Income Source (Budget Page 2 of 4)

General Instructions:

For Categories 1 through 7, enter the costs that are directly incurred by the contracted program.

Allocate the cost for each line item in Categories 1 through 7 to the appropriate column that indicates the revenue source that is expected to fund the cost.

Costs placed in Column G, *In-Kind Match*, consists of services and/or supplies provided free of charge to your organization from an outside source (see instructions, page 2, *In-Kind*).

Row Label	Row Title	Instructions
1.a – 1.c	Salaries & Benefits	Entries carry over from page 1 (Total Salaries, Total Payroll Taxes, and Total Benefits for each revenue source and Total In-Kind).
2.a	Staff Travel	Estimate the total number of miles to be reimbursed to personnel for the contracted program. Multiply this by your organization's approved reimbursement rate per mile. Include any other costs for lodging, parking, meals, etc.
2.b	Volunteer Travel	Estimate the total number of miles that will be reimbursed to volunteers for the contracted program. Multiply this by your organization's approved reimbursement rate per mile. Include any other costs for lodging, parking, meals, etc.
2.c	Training	Calculate the cost for any training seminars, conference fees, and staff development costs expected to be incurred for the contracted program during the contract period.
3	Equipment Purchase	Enter the approximate cost of any equipment, including any networkable equipment, needed for the contracted program during the contract period. Any single or individual item with a cost in excess of \$500, including sales tax, delivery, and installation or any computing devices regardless of cost, will need to be listed on Budget Pg 4 – Schedule of Program/Site Supplies and Equipment Purchases. Any equipment purchase request for the contracted program must be approved by FMAAA and, if applicable, the State of California. In accordance with federal purchasing rules, FMAAA recommends that contractors obtain three quotes for each piece of equipment purchased that is expected to cost in excess of \$500.

Program Budget By Income Source (Budget Page 2 of 4) - Continued

Row Label	Row Title	Instructions
4	Consultants	Enter the cost of professional and consultant services to be rendered by persons or organizations that are members of a particular profession or possess a special skill, i.e., legal, audit, etc.
5	Meals	This line item applies only to Title III C nutrition providers. This cost is only for meals purchased <i>in addition to those provided by the FMAAA</i> that are to be paid for by your organization
6	Program/Site Supplies	This cost category includes small cost items necessary to operate the program, and does not include office supplies. Examples for nutrition providers: Small kitchen utensils, napkins; condiments for nutrition providers. Example for medication management providers: Pill boxes. Any single or individual item with a cost in excess of \$100 will need to be listed on Budget Pg 4 – Schedule of Program/Site Supplies and Equipment Purchases.
7.a-7.m	Other Costs	These line items include any other “direct” costs attributable to the program.
7.n-7.o	Other Costs	Check with the FMAAA before making entries. These line items are typically used for costs not listed in lines 7.a.-7.m, such as Expendable Equipment. If lines 7.n-7.o are used, enter a description of the costs in the Category column.
8	Indirect Costs	Enter any indirect costs, and attach a narrative (see page 2 of Instructions, Indirect Costs.)
---	Total Costs	The sum of Total Direct Costs and Total Costs.

Schedule of Funding Sources (Budget Page 3 of 4)

Row Label	Row Title	Instructions
1	FMAAA Grant	The total amount of the FMAAA grant award for the contracted program from page 1 of the contract. This should also equal the Total Costs for Column A from page 2 of the budget form.
2	DO NOT USE	DO NOT USE – FOR FUTURE USE ONLY
3	Program Income: Current Year Program Income	Enter Program Income that are expected to be received during the current year.
3	Program Income: Deferred Program Income	Enter any Program Income that the FMAAA has approved for deferral (see page 2 of instructions, <i>Deferred Program Income</i>).
4.a - 4.d	Matching Funds - Cash and In-Kind (List Source)	See page 2 of instructions, <i>Matching Funds</i> and <i>In-Kind</i> . List all sources separately, i.e., City/County General Funds, United Way, etc., in appropriate column (Cash or In-Kind). If the funding is from a source of mixed funds (e.g. combination of both Federal and State funds), please verify that no Federal funds are being used. Any amounts shown in column C (In-Kind) that are not for volunteer services must have a full description of the formula used to calculate the amount.
5.a – 5.d	Non-Matching Funds [Federal Funds/Other Program Match] – (List Source)	List all Non-Matching fund sources separately (see page 2 of instructions, <i>Non-Matching Funds</i>).
6	Total Costs	Totals for Column B, Cash, and Column C, In-Kind.
--	Total from Exhibit B, Page 2, Columns F and G	Total of Column B, Cash, must agree with the Total of Column F on page 2 of the budget. Total of Column C, In-Kind, must agree with the Total of Column G on Page 2 of the budget.

Schedule of Program Supplies and Equipment Purchases (Budget Page 4 of 4)

Row Label	Row Title	Instructions
1	Purchases for Program/Site Supplies exceeding \$100 per Individual or Single item.	List any single or individual item that intends to be purchased with a cost in excess of \$100 including any appropriate sales tax, shipping and installation costs, etc. Total amount should not exceed the budgeted amount(s) on Budget Pg 2 – Line 6 Program/Site Supplies.
2	Purchases for Equipment Purchase exceeding \$500 per Individual or Single item.	List any single or individual item that intends to be purchased with a cost in excess of \$500 including any appropriate sales tax, shipping and installation costs, etc. as well as any computing devices regardless of cost. Total amount must equal the budgeted amount(s) on Budget Pg 2 – Line 3 Equipment Purchase. Any equipment purchase request for the contracted program must be approved by FMAAA and, if applicable, the State of California.

EXHIBIT C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM:	Elderly Nutrition Program Site Management
SERVICE PROVIDER:	City of Kerman
CONTRACT NUMBER:	23-0121ARP
SITE:	Kerman Senior Center
CONTRACT EFFECTIVE:	Date of FMAAA Executive Director Signature on Page 2 to June 30, 2024, or a signed LOA dated prior to 7.1.23

GOAL: The goal of the Elderly Nutrition Program is to reduce hunger and food insecurity; promote health and well-being; promote socialization; and delay adverse health conditions of older individuals.

DEFINITION: Site Management is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

Meals are subject to allocation and reallocation at any time by the Agency on Aging based upon available funding and nutrition program participation. When allocations are imposed, any meals allocated but not served revert to the Agency on Aging for reallocation.

EXHIBIT D

PROGRAM COST EFFICIENCY

Not Applicable –

Elderly Nutrition Program
Site Management

**EXHIBIT E
PROGRAM NARRATIVE**

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Kerman	1946
Organization Name	Year Established

Type of Organization (Check One)	
<input checked="" type="checkbox"/> City Government	<input type="checkbox"/> Non-Profit 501(c)(3)
<input type="checkbox"/> County Government	<input type="checkbox"/> For-Profit
<input type="checkbox"/> Joint Powers Authority (JPA)	<input type="checkbox"/> Other: _____

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.	
Program/Service	# of Years
Kerman Senior Center	50

2. SERVICE AREA

Where will the contracted program be provided?		
Street Address	City	Zip Code
720 S. 8th Street	Kerman	93630

EXHIBIT E
PROGRAM NARRATIVE

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	X	X	X
Spanish	X	X	X
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi	X		X
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other: _____			

EXHIBIT E PROGRAM NARRATIVE

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?

The Kerman Senior Center has bilingual staff and volunteers available throughout the hours of operation. The Community Services Director is also bilingual in Spanish and English. Resource information is available in Spanish on subjects such as health, PG&E, and Senior Center activities. The Kerman Senior Center Activity Guide is printed in both English and Spanish, and has the capability of being translated into other requested languages. Seniors are also encouraged to invite bilingual friends and family members with them to participate in the Nutrition Program and Senior Center activities

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?

The Kerman Senior Center has volunteer resources throughout the community who speak other languages and are available to help interpret. In addition, those who are not bilingual are encouraged to have a family member or a friend accompany them to assist with interpretation.

4. CONFIDENTIALITY PROCEDURES

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*

Staff members have private offices available for client interviews, verbal discussion, and telephone conversations. Intake forms are to be completed by Kerman Senior staff.

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?

Confidential records are kept in locked file cabinets to secure confidential information. Staff is professional and sensitive with confidential matters.

EXHIBIT E PROGRAM NARRATIVE

Contracted Program:	Title III C Nutrition Site Management
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5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.
The Kerman Senior Center conducts site management for the Title III C1 Congregate Nutrition Program. The goal of our Senior Nutrition Program is to support the independence and well-being of our seniors through nutritious, healthy, and tasty meals; and through education aimed at helping seniors make the best dietary choices for their health.

What was the primary accomplishment achieved by the contracted program in the most recent year services were provided?
Through an increase in participation in community events, continuous circulation in the Kerman News, an increase in social media outreach, and door to door invitations, we have increased our public awareness in isolated rural areas of Kerman. We have new seniors who live independently coming on a regular basis to participate in our programs.

Please describe another accomplishment achieved by the contracted program in the most recent year services were provided.
In 2022 Senior Center staff was successful in recruiting student volunteers from the Fresno State Kinesiology to begin a weekly exercise class. The instructor led class meets twice a week for 45 minutes. Class participation averages between 10 -15 per class. Participants will often sign-up to participate in the lunch program on the these days since they will be in the Center for class.

6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the most recent year services were provided. Do not use real names.
We recently had a senior participant come to tell us about the change she feels the Senior Center has had on her lifestyle. Before coming to the Senior Center, she had begun to notice a downward spiral. She was beginning to be more sedentary, staying home, watching a lot of TV, not eating healthily, and not having the energy to get out and socialize. She said she was missing that "connection" to people that gives her life joy. She began to participate in our Senior Nutrition Program, and soon after joined other senior activities such as Senior Exercise and Sewing Class. She has now been coming to the Kerman Senior Center for over a year now, is a continuous participant in our Nutrition Program, and says that she feels much healthier, has more energy and drive, and has made so many new friends and connections that inspire her to keep making her health a priority.

**EXHIBIT E
PROGRAM NARRATIVE**

7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Jeanna Burdine-Slaven	Senior Services Coordinator
Arlene Villarreal	Community Services Secretary
Anthony Garcia	Maintenance Worker I
Theresa Johnson	Community Services Director
Josefina Alvarez	Finance Director

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Theresa Johnson, CPRP	Community Services Direct
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Name

Title

559-846-9328	tjohnson@cityofkerman.org
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Telephone Number

E-mail Address

➔ ***Attach the following documents to the “Documents Required to Execute Contract” checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

**EXHIBIT E
PROGRAM NARRATIVE**

8. SERVICE PROVIDER TIME FRAME

What days and hours will the Nutrition Site Management program be available? *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time
Kerman Senior Center	M-T-W-Th-F	7:30 am	4:30pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2023	7/3, 7/4	19
August 2023		23
September 2023	9/5, 9/8	19
October 2023	10/31	21
November 2023	11/10, 11/17, 11/23, 11/24	18
December 2023	12/8, 12/22, 12/25	18
January 2024	1/1, 1/15	21
February 2024	2/19	20
March 2024	3/8, 3/15, 3/29	18
April 2024		20
May 2024	5/3, 5/24, 5/27	20
June 2024		20
Total Days of Contracted Service to be Provided under this Agreement:		237

EXHIBIT E
PROGRAM NARRATIVE

9. PROGRAM EVALUATION/IMPROVEMENT

In reviewing the performance during the most recent year services were provided, identify areas that your organization could focus on for improvement of the contracted program.

Continue networking with other nutrition sites to build a health and wellness resource network. Research local programs and neighboring senior/community centers that provide opportunities for seniors to participate in health related services – such as health fairs & seminars, farmers markets, exercise programs and food giveaway. Identify which of these programs could be incorporated into the Kerman Senior Center activity schedule.

How would participants of the contracted program benefit from these improvements?

By incorporating new programs and activities our seniors will have more opportunities to live fuller, healthier, independent lives. Our program will benefit through the partnership of other nutrition sites and the sharing of healthy-living information and opportunities that encourage participation in nutrition based activities.

Describe the specific steps your organization will take to make these improvements during the current funding period.

Contact local nutrition sites, senior centers, and community programs to collect information on successful programs, classes and health-related events/services. Utilize this information to introduce similar programs and services at the Kerman Senior Center that will serve current participants and welcome new participants to the programs offered including the nutrition program.

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.

Staff will utilize program registration software and lunch attendance rosters to track participation in the nutrition program and other activities offered by the Kerman Senior Center. Staff will establish goals and objectives for new programming and the return of the nutrition program. Successes and or areas of improvement will be evaluated on a quarterly basis by Senior Center staff and the Community Services Director.

EXHIBIT E
PROGRAM NARRATIVE

10. OUTREACH ACTIVITIES/TARGETING PLAN (22 CCR § 7310, WIC § 9103)

How does your organization reach **older adults in greatest economic need** (*income level at or below the Federal Poverty Level*) to inform them of the contracted program and welcome them to participate?

Information on Congregate Meal Program is provided to older adults through nutrition flyers and monthly events calendars. The Kerman Senior Center Activity Guide is also handed out throughout the year at specialty events that focus on health and wellness. Program information articles will be periodically placed in the Kerman News informing residents of the Nutrition Program. Advertisements for activities and Nutrition program are posted on the Kerman Senior Center Facebook Page and City of Kerman website. Information is also given out at the Kerman Food Bank for those with greatest economic need.

How does your organization reach **older adults who are socially isolated** (*need caused by non-economic factors*) to inform them of the contracted program and welcome them to participate?

Information on Congregate Meal Program is provided to older adults who reside at the two senior living communities in our community. The Kerman Senior Center Activity Guide is also handed out throughout the year to the senior living communities. Program information articles will be periodically placed in the Kerman News informing residents of the Nutrition Program. Advertisements for activities and Nutrition program are posted on the Kerman Senior Center Facebook Page and City of Kerman website.

How does your organization reach **older adults who are of lesbian, gay, bisexual, or transgender orientation** to inform them of the contracted program and welcome them to participate?

The Kerman Senior Center Activity Guide is written with inclusive language providing information on programs, services and resources for all members of the community.

How does your organization reach **older adults who are ethnic minorities**, and particularly those with greatest economic and/or social need, to inform them of the contracted program and welcome them to participate?

The Kerman Senior Center Activity Guide, nutrition program information and monthly calendars are made available in English and Spanish, and capable of being translated into a requested language. Bilingual staff and volunteers are available to help with any communication difficulties. Seniors with limited English proficiency are also encouraged to bring along family or friends who can translate for them to the Nutrition Program and site activities.

EXHIBIT E PROGRAM NARRATIVE

How does your organization reach **older adults who are Native Americans** to inform them of the contracted program and welcome them to participate?

The Kerman Senior Center actively engages with outside organizations that represent older adults who are Native Americans in our area to promote programs and services available.

How does your organization reach **older adults with limited English proficiency** to inform them of the contracted program and welcome them to participate?

The Kerman Senior Center Activity Guide, nutrition program information and monthly calendars are made available in English and Spanish, and capable of being translated into a requested language. Bilingual staff and volunteers are available to help with any communication difficulties. Seniors with limited English proficiency are also encouraged to bring along family or friends who can translate for them to the Nutrition Program and site activities

How does your organization reach **older adults who live in rural areas** to inform them of the contracted program and welcome them to participate?

The Kerman Senior Center promotes the utilization of local public transportation provided through MV Transportation a handicap-able transit-bus, free to seniors and disabled peoples, to encourage seniors and especially seniors with severe disabilities and or mental/physical impairment to participate in the Nutrition Program. MV Transportation services are available to citizens of Kerman in rural areas as well as further isolated areas outside of town. Information about public transportation and the Congregate Meal Program are provided to older adults through the Kerman Senior Center Activity Guide. This information is passed out at local events such as health fairs, farmers markets, and festivals.

How does your organization reach **older adults with severe disabilities** (*severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities*) to inform them of the contracted program and welcome them to participate?

The Kerman Senior Center promotes the utilization of local public transportation provided through MV Transportation a handicap-able transit-bus, free to seniors and disabled peoples, to encourage seniors and especially seniors with severe disabilities and or mental/physical impairment to participate in the Nutrition Program. MV Transportation services are available to citizens of Kerman in rural areas as well as further isolated areas outside of town. Information about public transportation and the Congregate Meal Program is provided to older adults through the Kerman Senior Center Activity Guide. Our programs specifically welcome family members, caregivers, or legal guardians of seniors with physical or mental handicaps, to participate in the senior Nutrition Program and activities with their dependents.

How does your organization reach older adults with **Alzheimer's disease or related disorders** with neurological & organic brain dysfunction, and the caregivers of these individuals, to inform them of the contracted program and welcome these older adults to participate?

Information on Congregate Meal Program is provided to older adults through nutrition flyers and monthly events calendars. The Kerman Senior Center Activity Guide is also handed out throughout the year at specialty events that focus on health and wellness. Program information articles will be periodically placed in the Kerman News informing residents of the Nutrition Program. Advertisements for activities and Nutrition program are posted on the Kerman Senior Center Facebook Page and City of Kerman website. Our programs specifically welcomes family members, caregivers, or legal guardians of seniors with physical or mental handicaps, to participate in the Senior Nutrition Programs and activities with their dependents.

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Kerman
Site Name	Kerman Senior Center
Street Address	720 S. 8th Street
City/ST/Zip	Kerman, CA 93630

Name of Primary Contact:			
Job Title	Cell Phone	Office Phone	Email Address
Theresa Johnson, Community Services Director	559-681-2750	559-846-9328	tjohnson@cityofkerman.org

Name of Secondary Contact:			
Job Title	Cell Phone	Office Phone	Email Address
Jeanna Burdine-Slaven Senior Services	559-351-8233 (7:30am - 4:30pm only)	559-846-9329	jburdine@cityofkerman.org

Please check all emergency services that could be provided from this site:			
<input checked="" type="checkbox"/>	Emergency Power/Generator	<input type="checkbox"/>	CB or Ham Radio
<input checked="" type="checkbox"/>	Emergency First Aid	<input type="checkbox"/>	Internet Access
<input checked="" type="checkbox"/>	Cooking Facilities	<input type="checkbox"/>	Spanish Translation
<input type="checkbox"/>	Distribution Site for Food & Water	<input type="checkbox"/>	Sign Language Translation
<input type="checkbox"/>	Counseling Services	<input type="checkbox"/>	Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Following a major disaster, can this site help transport older individuals to disaster services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does this site have a dedicated vehicle that is lift-equipped?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

How many people can this facility provide emergency shelter for?	92
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster:	



SENIOR NUTRITION PROGRAM REOPENING PLAN



September 2021

Reopening Plan for Kerman Senior Center

Nutrition Program

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COVID-19 Prevention Program (CPP) for Kerman Senior Center Nutrition Program

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

Date: 9/2/2021

Authority and Responsibility

Kerman Senior Center Nutrition Coordinator has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

- The staffing at the Kerman Senior Center includes the Senior Services Coordinator, Nutrition Coordinator, and Administrative Assistant. All three staff are trained and well versed in COVID-19 Safe Work Practices, Policies and Procedures.
- The Kerman Senior Center Nutrition Program CPP with Senior Center Staff and Senior Advisory Board Members.

Identification and Evaluation of COVID-19 Hazards

We will implement the following in our workplace:

- Conduct workplace-specific evaluations using the Appendix A: Identification of COVID-19 Hazards form.
- Implement the following process for screening employees for and responding to employees with COVID-19 symptoms:
 - Employees must self-evaluate before reporting to work. Employees must report out sick and are required to stay home if they have any symptoms of illness, including COVID-19 symptoms.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections using the Appendix B: COVID-19 Inspections form as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

- Staff utilize COVID-19 screening form provided by the Human Resources Department to self-evaluate on a daily basis.

Employee & volunteer participation

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by: Staff and program participants are required to report any changes in symptom status to the Senior Center Coordinator.

Employee and volunteer screening

We screen our employees and volunteers by: Pre-work Self-Screening according to the CDPH guidelines. Upon entrance employees and volunteers are screened for fever and mask usage by non-contact digital thermometer/mask identifier.

Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the Appendix B: COVID-19 Inspections form, and corrected in a timely manner based on the severity of the hazards, as follows: Staff will continually monitor the implementation of the CPP. Any hazards will be immediately corrected by designated staff and/or volunteers. Kerman Senior Center Coordinator will conduct a follow up inspection.

Control of COVID-19 Hazards

Physical Distancing

Where possible, we ensure at least six feet of physical distancing at all times in our workplace by:

- Reducing the number of persons in an area at one time, including visitors as per CDPH and FCDPH Guidelines
- Visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel
- Procedures are in place to assist with the phased reopening to restrict the capacity of in-person services
- Physical arrangements of entry or exit areas, furniture arrangements, kitchen & prep areas, etc.
- Maintaining distancing from clients when interacting with staff
- Reduced group sizes at dining tables
- When necessary procedures for the restrictions of groupings to same households, people who request to be seated together, etc. will be implemented
- Pre-registration system, participants will resume placing a reservation for lunches at least 24hrs in advance
- Maximizing outside air flow - sometimes this may require some compromises to temperature settings

- Plexiglas in reception and other face-to-face interaction areas
- Other mechanisms - see [CDPH & Cal/OSHA's COVID-19 Industry Guidance - Restaurants CDPH/CalOSHA](#) includes a section focused on Physical Distancing

Individuals will be kept as far apart as possible when there are situations where six feet of physical distancing cannot be achieved.

Face Coverings

We provide clean, undamaged face coverings and ensure they are properly worn for those who are not vaccinated over the nose and mouth when indoors or in vehicles, including non-employees, and where required by orders from the California Department of Public Health (CDPH) or local health department. When face coverings are not required, employers shall provide face coverings to employees upon request, regardless of vaccination status. Single-Use Disposable Face Coverings are accessible in every room next to other PPE items. Staff members have PPE items available upon request of volunteers and non-employee participants. Training will be provided on how to communicate new safety and mask-wearing procedures to non-mask wearing participants.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room or vehicle.
- While eating or drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent feasible.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- Specific tasks that cannot feasibly be performed with a face covering, where employees will be kept at least six feet apart.

Any employee not wearing a face covering and not wearing a non-restrictive alternative, shall be at least six feet apart from all other persons unless the unmasked employee is fully vaccinated or tested at least weekly for COVID-19.

Beyond the [CCR, Title 8](#) requirements, above:

- **All Non-Participant Visitors will be required to wear masks and use the non-contact digital thermometer/mask identifier upon entry. Signage will be posted at entries.**
- Notifications on PPE Necessities/Covid-19 Procedures; Mask wearing and exemptions will be printed and available to employees, volunteers, and participants. Participants who are exempt from mask wearing, for example due to medical necessity, will be required to stay the full 6 feet apart from other participants at all times. Proof of exemption will be required.
- Participants in violation of the mask policy will be given one warning before being asked to leave the facility. Authorities will be contacted if a participant who has been asked to leave the facility refuses to do so. Seniors are instructed to have emergency transportation ready in case they are required to leave the facility.

- Seniors will be referred to their signed Code of Conduct Policy if they refuse to follow program and facility requirements.

Engineering controls

We implement the following measures for situations where we cannot maintain at least six feet between individuals: When 6feet distance is not possible, we limit the number of participants in the location.

- Restrooms only have enough room for 2 participants to safely use at a time, bilingual notifications are placed in easy-to-see locations by entry.

We maximize, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems by:

- Ventilation system will be properly maintained and adjusted in accordance with maintenance and operation procedures.
- Where possible, we will increase filtration efficiency to the highest level compatible with the existing ventilation system.
- If circumstances arise, the amount of outside air may be minimized due to hazards, such as heat and wildfire smoke.

Cleaning and disinfecting

We implement the following cleaning and disinfection measures for frequently touched surfaces:

- Designated employees and volunteers will be instructed in Site Cleaning Protocols. This includes personal hygiene protocols, regularly-scheduled cleaning of facility (increasing cleanliness due to number of participants), and emergency cleaning procedures if a Covid-19 case is reported.
- Maintenance and Facility Staff will have adequate supplies and time for proper sanitation.
- Specific Cleaning/Sanitizing Protocols will be designated to locations such as; Dining Room, Kitchen, Nutrition Station, Coffee Station, Multi-activity Rooms, Offices, etc.
- Single-Use items will be implemented to reduce the need for continuous cleaning of multi-use items.

Should we have a COVID-19 case in our workplace, we will implement the following procedures: Staff members, volunteers, and participants will be asked to leave the facility until the hazard has been mitigated. Maintenance Staff, trained in Covid-19 cleaning protocols will disinfect the facility using: QUAT #5 Disinfectant Cleaner and Ryobi Fogger with MaxClean Solution. Maintenance Staff are trained in CalOSHA approved workplace policies and procedures.

Shared tools, equipment and personal protective equipment (PPE)

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks,

keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible.

Where there must be sharing, the items will be disinfected between uses by; Employees trained in cleaning and sanitizing procedures using disinfectant wipes, sanitizing sprays, and foggers.

Sharing of vehicles will be minimized to the extent feasible, and high-touch points (for example, steering wheel, door handles, seat belt buckles, armrests, shifter, etc.) will be disinfected between users.

- Contribution box will be handled by designated staff only. Contributions will be placed in single-use envelopes before submitting into the box.
- Condiments and utensils will be pre-packaged single-use.
- Tables will not be pre-set, the use of table decorations, placemats, or table coverings will be eliminated.
- Single-use gloves will be used while clearing used items and handling trash.

Employees or volunteers performing dishwashing activities in the meal site kitchen will be provided equipment to protect the eyes, nose, and mouth from contaminant splash using a combination of face coverings, protective glasses, and/or face shields. Disposable aprons and gloves will also be used.

Hand washing and hand sanitizing

In order to implement effective hand sanitizing procedures, we:

- Encourage and allow time for employee and volunteer handwashing.
- Provide an effective hand sanitizer - prohibiting hand sanitizers that contain methanol (i.e. methyl alcohol).
- All employees and volunteers are required to wash their hands for at least 20 seconds each time – frequency of handwashing will depend upon the type of activity – example activities include but are not limited to; food handling, managing frequently touched sign-in sheets, contribution box, or other activities that require touching multiple surfaces such as posting flyers.
- Hand sanitizer will be made available at each entrance, registration location, and at easily accessible locations in each activity room.

Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need and provide PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380. When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 when the physical distancing requirements are not feasible or maintained. We provide and ensure use of eye protection and respiratory protection in accordance with section 5144 when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

[CDPH & Cal/OSHA's COVID-19 Industry Guidance - Restaurants CDPH/CalOSHA](#) details on gloves, face coverings, and other personal protective equipment guidance relevant to our facility:

- Provide temperature and/or symptom screenings for all workers at the beginning of their shift and any vendors, contractors, or other workers entering the establishment. Make sure the temperature/symptom screener avoids close contact with workers to the extent possible.
- If requiring self-screening at home, which is an appropriate alternative to providing it at the establishment, ensure that screening was performed prior to the worker leaving the home for their shift and follows CDC guidelines, as described in the Topics for Worker Training section above.
- Encourage workers who are sick or exhibiting symptoms of COVID-19 to stay home.
- Employers must provide and ensure workers use all required protective equipment, including face coverings and gloves where necessary.
- Employers should consider where disposable glove use may be helpful to supplement frequent handwashing or use of hand sanitizer; examples are for workers who are screening others for symptoms or handling commonly touched items. Workers should wear gloves when handling items contaminated by body fluids.
- Dishwashers should use equipment to protect the eyes, nose, and mouth from contaminant splash using protective glasses, goggles, or a face shield in addition to a face covering. Dishwashers must be provided impermeable aprons and change frequently. Reusable protective equipment, such as shields and glasses, should be properly disinfected between uses.
- Employers must ensure workers maintain six feet of distance from others whenever possible. When it is not possible, the length and frequency of interaction should be kept to a minimum. Where job duties require regular interaction (e.g. wait staff), employers should offer a secondary barrier (i.e. face shields or safety goggles) for use by workers who wish to use one and permit workers to use their own if they prefer.
- Employers must take reasonable measures, including public address announcements, posting signage in strategic and highly-visible locations, and in reservation confirmations, to remind the public that they must use face coverings whenever not eating or drinking (unless exempted per § the CDPH Face Covering Guidance), practice physical distancing, not touch their face, frequently wash their hands with soap and water for at least 20 seconds, and use hand sanitizer.
- Remind guests in advance to bring a face covering and make them available to anyone who arrives without one, otherwise they should not be allowed to enter the premises (unless exempted per the CDPH Face Covering Guidance).
- Guests should be temperature and/or symptom screened upon arrival, asked to use hand sanitizer, and must bring and wear a face covering when not eating or drinking if not exempted per the CDPH Face Covering Guidance. Employers have the right to cancel reservations for individuals/parties with symptomatic guests and refuse entry.

Investigating and Responding to COVID-19 Cases

This will be accomplished by using the Appendix C: Investigating COVID-19 Cases form. Employees who had potential COVID-19 exposure in our workplace will be:

- Offered employees COVID-19 testing at no cost for a workplace exposure (with no symptoms) during their working hours. If employees are at home on paid leave testing is not covered; employees can choose where to test on their own, or Huna Resource Department can set up an appointment if assistance is needed.

- The information on benefits described in Training and Instruction, and Exclusion of COVID-19 Cases, below, will be provided to them.

System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees and volunteers in a form they can readily understand, and that it includes the following information:

- Employees and volunteers will report COVID-19 symptoms, possible hazards and close contact to their immediate supervisor
- That employees can report symptoms, hazards, and possible close contact without fear of reprisal.
- Our procedures or policies for employees with medical or other conditions that put them at increased risk of severe COVID-19 illness to request accommodations.
- When employees have a situation where testing is not required by employer, and employee is wanting testing, locations options will be provided for them. Testing is covered through employee health plan. If testing is not covered through employee plan or if they do not have coverage, free testing can be acquired through the use of federal programs, or free testing locations such as Rite-Aid. Rapid-Test locations can be provided for employees who desire/require one – these sites usually have a fee.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing. Because of Assembly Bill 685 we have notices that we are required to use to notify employees of exposures and outbreaks and offer testing.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

See section below regarding the Programmatic Communication Plan.

Training and Instruction

We will provide effective training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards, and how to participate in the identification and evaluation of COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
 - COVID-19 is an infectious disease that can be spread through the air.
 - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
 - An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so

physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.

- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- The policy for providing respirators, and the right of employees who are not fully vaccinated to request a respirator for voluntary use.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms (e.g. [CDC Symptoms of COVID-19](#)).
- How to access COVID-19 testing and vaccination; and the fact that vaccination is effective at preventing COVID-19, protecting against both transmission and serious illness or death.
- The conditions under which face coverings must be worn at the workplace and that face coverings are additionally recommended outdoors for people who are not fully vaccinated if six feet of distance between people cannot be maintained. Employees and volunteers can request face coverings from the employer at no cost to the employee and can wear them at work, regardless of vaccination status, without fear of retaliation.
- The importance of informing program participants not to come to the meal site, if they have any COVID-19 symptoms or have been exposed to a person known to be positive for COVID-19.

Appendix D: COVID-19 Training Roster will be used to document this training.

Exclusion of COVID-19 Cases

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases and employees or volunteers with close contact are excluded from the workplace until our return-to-work requirements are met.
- Excluding employees with COVID-19 exposure from the workplace for 14 days after the last known COVID-19 exposure to a COVID-19 case.
- Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related. This will be accomplished by Supplemental Paid Sick Leave provided through Senate Bill ("SB") 95 retroactive to January 1, 2021 and expires September 30, 2021. Should employees use all 80 hours, they are given the option to use their accruals. Should they run out of accruals, they can apply for payment from public sources.
- Providing employees at the time of exclusion with information on available benefits.
- [See CC Title 8 section 9](#) for exceptions.

Reporting, Recordkeeping, and Access

It is our policy to:

- Report information about COVID-19 cases and outbreaks at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the Appendix C: Investigating COVID-19 Cases form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

Return-to-Work Criteria

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
 - At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medications, and
 - COVID-19 symptoms have improved, and
 - At least 10 days have passed since COVID-19 symptoms first appeared.
- COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
- A negative COVID-19 test will not be required for an employee to return to work once the conditions above have been met.
- Persons who had a close contact and developed any COVID-19 symptom cannot return to work until the requirements above have been met, unless all of the following are true:
 - The person tested negative for COVID-19 using a polymerase chain reaction (PCR) COVID-19 test with specimen taken after the onset of symptoms; and
 - At least 10 days have passed since the last known close contact; and
 - The person has been symptom-free for at least 24 hours, without using fever reducing medications.
- If an order to isolate, quarantine, or exclude an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days

from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.

Programmatic Considerations

Vaccines

Regarding COVID-19 vaccinations, the City of Kerman requires the following

- Staff is not required to be vaccinated.
- Employees are allowed to self-attest their status. All employees and visitors to City facilities, regardless of vaccination status are required to wear masks when indoors.
 - City of Kerman Employee Self-Attestation of COVID-19 Vaccination Status: The City of Kerman requests information about employee vaccination status for the following legitimate and non-discriminatory business purposes: To maintain a safe and healthy workplace as required under Labor Code section 6400, et seq.; To permit compliance with federal, state, and local laws and regulations related to COVID-19, including the Emergency Temporary Standards (Cal/OSHA COVID-19 Regulations) (See 8 C.C.R. §§ 3205-3205.4); and To ensure the continued safe operation of City of Kerman’s services.
 - It is not required to provide Information related to any health or medical conditions or any other confidential medical information while completing this form. If you provide any such information, the City of Kerman will return the form or information to you and require that you complete another attestation without such information.
- Employee Attestation as to Vaccination Status:
 - Employee attests to one of the following: **If employee becomes fully vaccinated at a later date or decides to disclose their status, a new form can be filled out and resubmitted.
 - If an employee is unvaccinated or chooses not to disclose vaccination status, that Cal/OSHA requires that employee wear face coverings when indoors or in a vehicle, and/or when required by CDPH. City of Kerman will provide face coverings that are clean and undamaged, and that supervisors can be contacted for replacements. City of Kerman will provide a respirator if requested. It is the employee’s responsibility to wear it properly and ensure it has a proper seal while being worn.
- Should the masking policy change, policies may vary; those who are vaccinated will not be required to mask in the presence of others, those that chose to not disclose or are unvaccinated should mask while indoors or when in the vehicle with others and when social distancing is not possible.
- Employees interested in a list of vaccine locations will be directed to the City of Kerman website.

Temperature / Symptom Screenings

Upon entering the Kerman Senior Center, employees, volunteers, and participants can voluntarily screen themselves for fever by non-contact digital thermometer/mask identifier. Staff utilize COVID-19 screening form provided by the Human Resources Department to self-evaluate on a daily basis.

Liability Waivers

The City of Kerman utilizes an approved COVID-19 liability waiver for participation in programs and facility rental.

Managing Emotions

- Prior to reopening in June staff drafted a reopening plan which was reviewed by the Senior Advisory Board.
- Provide opportunities for open discussion with staff, volunteers, and participants. Encourage staff to have a positive demeanor while engaging with participants.
- Phone call and flyer invitations were made to previous participants. Reopening plans were shared with the local newspaper, city website, and social media pages. Staff continues to participate in outreach events.
- Provide opportunity for open discussion and staff-led mediation to diffuse situations of conflict or ill-will. When situations arise, staff will refer to the Kerman Senior Center Code of Conduct.

Program Flexibilities

- When applicable, drive-through or virtual options will be made available.
- Program flexibilities will continue until no longer beneficial to participants.
- Continuous communication with staff, volunteers, and program participants on changes to program limitations.

Program Enrollment Transitions

- Continue to use the Congregate Meal Intake Form to enroll participants in the Nutrition Program. Seniors who are not able to return to the meal-site will be referred to the EOC Homebound Meal Program.
- Continue to provide information on program hours, transportation to and from the Kerman Senior Center and information on other supplemental food resources.

Home Delivered Meals (HDM) In-Home Assessments

- Pre-COVID participants will be reassessed to determine continued eligibility of home delivered meals. New program participants will be assessed for eligibility following FMAAA guidelines and program availability. Assessments will continue based on FMAAA requirements, i.e. quarterly/annually.
 - Employee conducting home assessment will follow COVID-19 workplace policies, before, during, or after entry into client homes.

Other program considerations

- Continuing with only table service style meal service (no cafeteria style), including the use of hands-free coffee station with single use condiments.
- Allowing adequate time between programs for proper set up and sanitation.
- Current program considerations will not impact current staffing levels.
- The City of Kerman will backfill volunteer support with assigned *Welfare to Work* program participants.
- Staff will make as needed adjustments to programing and volunteer recruitment.

Programmatic Communication Plan

- Communicating with existing/previous clients, volunteers, staff, and the community at large about changes to program and facility policies and procedures.
- Onsite, how will you share information about protocols or policies?
 - Posting of clearly visible rules for employees (including host agency personnel), volunteers, and program participants at the meal site entrance that are to be a condition of entry. For example, instructions on the usage of hand sanitizer, how to maintain physical distance from others, avoiding unnecessary touching of dining site surfaces, contact information for the local health department, changes to meal service, etc.
 - Appropriate signage prominently displayed outlining proper face covering usage and current physical distancing practices
 - Verbal communication.
- How will you communicate about changes?
 - Staff will communicate new rules or protocols to participants, employees and volunteers through updated bilingual signage, phone calls to participants, posting updates on City website and social media pages.
 - Informing participants to prepare for possible COVID case, exposure, or outbreak through bilingual signage posted in accessible areas.

Philip Gallegos, Parks and Recreation Director
Kerman Senior Center
720 S. 8th Street
Kerman, CA 93630
559-846-9328
Pgalligos@cityofkerman.org

X _____
Parks and Recreation Director

Date

Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation: [enter name(s)]

Date: [enter date]

Name(s) of employee and authorized employee representative that participated: [enter name(s)]

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

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Appendix B: COVID-19 Inspections

Date: [enter date]

Name of person conducting the inspection: [enter names]

Work location evaluated: [enter information]

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Daily Facility Sanitation Fogging			
[add any additional controls your workplace is using]			
Administrative			
Physical distancing			

Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
[add any additional controls your workplace is using]			
[add any additional controls your workplace is using]			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			
[add any additional controls your workplace is using]			

Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, unless disclosure is required or permitted by the law.

Date: [enter date]

Name of person conducting the investigation: [enter name(s)]

Employee (or non-employee*) name:		Occupation (if non-employee, why they were in the workplace):	
Location where employee worked (or non-employee was present in the workplace):		Date investigation was initiated:	
Was COVID-19 test offered? ⁴		Name(s) of staff involved in the investigation:	
Date and time the COVID-19 case was last present in the workplace:		Date of the positive or negative test and/or diagnosis:	

⁴ Note that some exceptions apply. See [CCR Title 8, Division 1, Chapter 4](#) for details.

Date the case first had one or more COVID-19 symptoms:		Information received regarding COVID-19 test results and onset of symptoms (attach documentation):	
Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):			

Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:		
All employees who may have had COVID-19 close contact and their authorized representatives.	Date:	
	Names of employees that were notified:	
Independent contractors and other employers	Date:	

<p>present at the workplace during the high-risk exposure period.</p>	<p>Names of individuals that were notified:</p>		
<p>What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?</p>		<p>What could be done to reduce exposure to COVID-19?</p>	
<p>Was local health department notified?</p>		<p>Date:</p>	

*Should an employer be made aware of a non-employee infection source COVID-19 status.

Appendix D: COVID-19 Training Roster

Date: [enter date]

Person that conducted the training: [enter name(s)]

Employee Name	Signature

Additional Consideration #1: Multiple COVID-19 Infections and COVID-19 Outbreaks

This section of CPP will stay in effect until there are no new COVID-19 cases detected in the exposed group for a 14-day period.

COVID-19 testing

- We will make COVID-19 testing available at no cost to employees within the exposed group, during employees' paid time.
- COVID-19 testing consists of the following:
 - All employees in the exposed group will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
 - Immediately upon being covered by this section, testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure shall not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.
 - After the first two COVID-19 tests, we will continue to make COVID-19 testing available once a week at no cost, during paid time, to all employees in the exposed group who remain at the workplace, or more frequently if recommended by the local health department, until this section no longer applies pursuant to subsection (a)(2).
 - We will provide additional testing when deemed necessary by Cal/OSHA.

Additional steps

- Employees in the exposed group shall wear face coverings when indoors, or when outdoors and less than six feet from another person, unless an allowable exception applies.
- We will give notice to employees in the exposed group of their right to request a respirator for voluntary use, if they are not fully vaccinated.
- We will evaluate whether to implement physical distancing of at least six feet between persons or, where six feet of physical distancing is not feasible, the use of cleanable solid partitions of sufficient size to reduce COVID-19 transmission.

Investigation of workplace COVID-19 illness

We will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with our CPP Investigating and Responding to COVID-19 Cases.

COVID-19 investigation, review and hazard correction

In addition to our CPP Identification and Evaluation of COVID-19 Hazards and Correction of COVID-19 Hazards, we will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
 - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
 - Our COVID-19 testing policies.
 - Insufficient outdoor air.
 - Insufficient air filtration.
 - Lack of physical distancing.
- Updating the review:
 - Every thirty days that the outbreak continues.
 - In response to new information or to new or previously unrecognized COVID-19 hazards.
 - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We will consider:
 - Moving indoor tasks outdoors or having them performed remotely.
 - Increasing outdoor air supply when work is done indoors.
 - Improving air filtration.
 - Increasing physical distancing as much as possible.
 - Respiratory protection.
 - Suspension of programs and closing of facility as needed.
- In the Kerman Senior Center the filtration unit is currently compatible with MERV-8 filtration systems. Stand-Alone portable HEPA purifier filtration systems will be used as needed, depending on the square footage of the facility as needed.

Note that CDPH's resources on [Responding to COVID-19 in the Workplace for Employers](#) has valuable additional information about preparing for a case or outbreak of COVID-19, including the topics below.

Make sure your plan includes specific details that address each of these aspects of preparing for an outbreak.

- Designating an infection prevention coordinator - perhaps even for each shift;
- Instructing workers when to stay home;
- When and how to communicating with relevant local health departments, unions, Cal/OSHA, and other stakeholders as may be required;
- Strategies for identifying any additional cases, such as identifying close contacts of an infected person and taking steps to isolate COVID-19 positive worker(s) and close contacts;
 - ◆ Examples: grouping staff or volunteers in certain areas or shifts to reduce the number of people who could feasibly have extended contact, keeping track of which participants are in closer proximity, etc.
- Considerations for when to shut down operations;
- Notification protocols (e.g. employees, employers of subcontracted employees, others);
- Return to work criteria.

For additional information on employer responsibilities under AB 685 (Chapter 84, Statutes of 2020), refer to the Enhanced Enforcement and Employer Reporting Requirements from Cal/OSHA and the Employer Questions about AB 685 from CDPH.

Additional Consideration #3 - COVID-19 Prevention in Employer-Provided Transportation

Assignment of transportation

To the extent feasible, we will reduce exposure to COVID-19 hazards by assigning employees sharing vehicles to distinct groups and ensuring that each group remains separate from other such groups during transportation, and during work activities. We will prioritize shared transportation assignments in the following order:

- Employees residing in the same housing unit will be transported in the same vehicle.
- Employees working in the same crew or workplace will be transported in the same vehicle.
- Employees who do not share the same household, work crew or workplace will be transported in the same vehicle only when no other transportation alternatives are feasible.

Face coverings

We will ensure that the:

- Face covering requirements of our CPP Physical Distancing and Face Coverings are followed for employees waiting for transportation.
- Vehicle operators and any passengers are separated by at least three feet in all directions during the operation of the vehicle, regardless of the vehicle's normal capacity.

- Vehicle operators and any passengers who are unvaccinated are provided and wear a face covering in the vehicle as required by our CPP Face Coverings.

Screening

We will develop, implement, and maintain effective procedures for screening and excluding drivers and riders with COVID-19 symptoms prior to boarding shared transportation.

Cleaning and disinfecting

We will ensure that:

- All high-contact surfaces (door handles, seat belt buckles, armrests, etc.) used by passengers are cleaned before each trip.
- All high-contact surfaces used by drivers, such as the steering wheel, armrests, seat belt buckles, door handles and shifter, are cleaned between different drivers.
- All high-contact surfaces are disinfected after the use by a COVID-19 case during the high-risk exposure period, if the surface will be used by another employee within 24 hours of the COVID-19 case.
- We provide sanitizing materials, training on how to use them properly, and ensure they are kept in adequate supply.

Ventilation

We will ensure that vehicle windows are kept open, and the ventilation system set to maximize outdoor air and not set to recirculate air. Windows do not have to be kept open if one or more of the following conditions exist:

- The vehicle has functioning air conditioning in use and excessive outdoor heat would create a hazard to employees.
- The vehicle has functioning heating in use and excessive outdoor cold would create a hazard to employees.
- Protection is needed from weather conditions, such as rain or snow.
- The vehicle has a cabin air filter in use and the U.S. EPA Air Quality Index for any pollutant is greater than 100.

Hand hygiene

We will provide hand sanitizer in each vehicle and ensure that all drivers and riders sanitize their hands before entering and exiting the vehicle. Hand sanitizers with methyl alcohol are prohibited.