CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, September 10, 2025 at 6:00 PM

City Hall, 850 S. Madera Avenue, Kerman, CA 93630

LEVINE ACT CONTRIBUTION PROHIBITIONS AND MANDATORY DISCLOSURE. The Political Reform Act in Govt Code Section 84308 restricts campaign contributions over $500 to a decision-making public official from a party or participant or their agent in a proceeding involving a contract, license, permit or entitlement for use. The Act requires disclosure of the contribution and recusal where a decision-maker has received $500 or more from a party or participant to a proceeding in the prior 12 months. Participants and agents are required to make this disclosure as well.

A Council Member's disclosure should be made when the agenda item is called and must include the name of the party, participant, or agent, and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made.

CONFLICT OF INTEREST DISCLOSURES AND RECUSAL. City Council Members with a conflict of interest under the Political Reform Act are required to make disclosure when the item is called and recuse themselves.

1. **OPENING CEREMONIES**

   A. Call to Order

   B. Roll Call

   C. Invocation

   D. Flag Salute

2. **AGENDA APPROVAL/ADDITIONS/DELETIONS**
   To accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed.

3. **PRESENTATIONS/CEREMONIAL MATTERS**

   A. Proclamation - Hispanic Heritage Month

   B. Proclamation - Emergency Preparedness Month

4. **PUBLIC FORUM** (*for matters not on agenda)*
This portion of the meeting is reserved for members of the public to address the Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. It is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Council on items on the Agenda should notify the Mayor when that Agenda item is called, and the Mayor will recognize your discussion at that time. It should be noted that the Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Speakers are asked to please use the microphone, and provide their name and address.

5. **CONSENT CALENDAR**
Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

A. **SUBJECT:** Minutes - August 27, 2025

RECOMMENDATION: Council approve minutes as presented.

B. **SUBJECT:** Warrants (JA)

1. Nos. 32737-32844 $711,018.19 ACH $125,253.73.

RECOMMENDATION: Council approve warrants and electronic bank transfers as presented. (Pursuant to Government Code 37208)

C. **SUBJECT**: Payroll (JA)

8/3/25 to 8/16/25: $267,738.14; Retro Pay & Other: $1,887.47; Overtime: $14,173.33; Holiday: $0.00; Standby: $2,304.65; Comp Time Earned: 65.75

RECOMMENDATION: Council approve payroll as presented.

D. **SUBJECT:** Approval of Contract No. 26-0121 Title III C1 Congregate Nutrition Site Management with the Fresno- Madera Area Agency on Aging (TJ)

RECOMMENDATION: Council by motion adopt resolution approving Contract No: 26-0121 Title III C1 Congregate Nutrition Site Management with the Fresno- Madera Area Agency on Aging and authorizing City Manager to execute contract.

6. **PUBLIC HEARINGS**

None.

7. **DEPARTMENT REPORTS**

A. **SUBJECT:** Resolution Approving Construction Contract Change Order No. 3 for the Hart Ranch Community Park Project (JG)

RECOMMENDATION: Council by motion adopt the resolution:

1. Approving Construction Contract Change Order No. 3 for the Hart Ranch Community Park Project to Avison Construction, Inc. in the amount of $781,341.00; and

2. Authorizing an additional 5% construction contingency in the amount of $622,700.00; and

3. Authorizing the City Manager to sign Construction Contract Change Order No. 3 on behalf of the City; and

4. Authorizing the City Manager to sign future change orders of less than $50,000 on behalf of the City.

B. **SUBJECT:** An Ordinance of the City Council of the City of Kerman Repealing Chapter 2.52 of Title 2 of the Kerman Municipal Code and Adding a New Chapter 2.52 to Title 2 of the Kerman Municipal Code Relating to Emergency Organization and Functions (JAJ)

RECOMMENDATION: Council waive first reading and introduce by title only an Ordinance Repealing Chapter 2.52 of Title 2 of the Kerman Municipal Code and adding a new Chapter 2.52 to Title 2 of the Kerman Municipal Code Relating to Emergency Organization and Functions.

8. **CITY MANAGER/STAFF COMMUNICATIONS**

9. **MAYOR/COUNCIL REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS**
(This portion of the meeting is reserved for the Mayor and Council Members (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items at the request of a Council Member, and (iv) to take action on matters initiated under this section of the agenda items. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.)

10. **CLOSED SESSION**
If desired, members of the public may comment on Closed Session items. Members of the public wishing to address Council on Closed Session items should notify the Mayor when that item is called, and the Mayor will recognize your discussion at that time. It should be noted that Council is prohibited from discussing or addressing comments on Closed Session items.

A. 1. Public Employee Performance Evaluation Pursuant to Government Code Section 54957
Title: City Manager

2. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6
City Designated Representatives: Mayor Pacheco and Mayor Pro Tem Yep
Unrepresented Employee: City Manager

11. **ADJOURNMENT**

NOTICE OF AVAILABILITY OF AGENDA MATERIALS: Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's Office located at 850 S. Madera Ave., Kerman, CA 93630 and on the City website at www.cityofkerman.net.

ADA Compliance and Reasonable Accommodation. The Council has adopted a Reasonable Accommodation Policy, which is available on the City website at www.cityofkerman.net or upon request by emailing the City Clerk at publicmeeting@cityofkerman.org or calling (559) 550-1414. The Policy provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. If you need assistance in order to attend this Council meeting or require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Council, please contact the City Clerk at (559) 550-1414 or email at publicmeeting@cityofkerman.org so such aids or services can be arranged. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation. The meeting room is accessible to persons with physical disabilities.

AGENDA POSTING CERTIFICATION

I, Marisol Camacho, Deputy Clerk for the City of Kerman, do hereby declare under penalty of perjury that I caused the above agenda to be posted at City of Kerman Council Chambers at 850 S. Madera Ave., Kerman, CA 93630 and on the City website at www.cityofkerman.net.

Date: September 5, 2025 /s/ Marisol Camacho, Deputy Clerk

PROCLAMATION
Kerman City Council

HISPANIC HERITAGE MONTH

"A Collective Heritage: Honoring the Past, Inspiring the Future."

WHEREAS, Hispanic Heritage Month is a month-long celebration of Hispanic and Latino history and culture, and it is important because it provides an opportunity to celebrate the integral part the Hispanic/Latino community has played in growing and strengthening our community; and

WHEREAS, Hispanic Heritage Month provides an opportunity to explore the incredible impact Latinos and Latinas have had on the United States, California, Fresno County, and Kerman; and

WHEREAS, Hispanic Heritage Month began as a week-long celebration in 1968 under President Johnson and was expanded to a month by President Reagan 20 years later in 1988. The month-long celebration provides more time to properly recognize the significant contributions Hispanic/Latino Americans have made in the United States; and

WHEREAS, Hispanic Heritage Month does not cover one single month but instead begins in the middle of September and ends in the middle of October. The timeframe of this month is significant because many Central American countries celebrate their independence days within these dates, beginning on September 15 with Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. By aligning with these independence dates, Hispanic Heritage Month honors the resilience and determination of the Hispanic community; and

WHEREAS, Latinos and Latinas continue to shape our nation, as artists, business owners, community leaders, families, service men and women, public servants, and more.

NOW, THEREFORE, BE IT PROCLAIMED THAT, We, the City Council of the City of Kerman, do hereby proclaim September 15th - October 15th, 2025 as Hispanic Heritage Month and encourage the citizens of Kerman to celebrate and honor Hispanic heritage.

I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 10th day of September 2025.

_____

Maria Pacheco
Mayor

PROCLAMATION
Kerman City Council

PROCLAIMING SEPTEMBER AS NATIONAL EMERGENCY PREPAREDNESS MONTH

WHEREAS, the Department of Homeland Security has designated September as National Preparedness Month across America; and

WHEREAS, National Emergency Preparedness Month is an opportunity to raise awareness about the importance of emergency preparedness and to encourage all Americans to better prepare their homes and communities for emergencies; and

WHEREAS, it is an opportunity to honor first responder, such as emergency medical personnel, firefighters, and law enforcement officers, who put themselves at risk to protect others and exemplify the compassion and commitment that strengthen our country; and

WHEREAS, in the event of natural disasters, large-scale emergencies or terrorist attacks, America's first line of defense is provided by first responders who, when properly trained and equipped, have the greatest potential to save lives and limit casualties; and

WHEREAS, Fresno County's Local Hazard Mitigation Plan and the City of Kerman's Emergency Operation Plan recognize hazards that can be mitigated through risk reduction measures; and

WHEREAS, National Emergency Preparedness Month also focuses on family emergency preparedness and encourages Americans to take simple steps to prepare for emergencies in their homes, businesses, and schools; and

WHEREAS, The City of Kerman encourages citizens to make plans with and for their family members on how to respond to disasters, including where to meet if separated; and

WHEREAS, The City of Kerman risk assessments include events that could disrupt life-supporting services, and citizens are encouraged to develop Go-Kits with supplies to support each family member and pets for 72 hours;

NOW, THEREFORE, BE IT PROCLAIMED THAT, the City Council of the City of Kerman, hereby proclaims September as National Emergency Preparedness Month and encourages all citizens and organizations to take action to become prepared for any disaster or emergency.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 10th day of September 2025.

_____
Maria Pacheco
Mayor

JOINT MEETING OF THE CITY COUNCIL AND PUBLIC FINANCING AUTHORITY
REGULAR MEETING MINUTES

Wednesday, August 27, 2025 at 6:00 PM

City Hall, 850 S. Madera Avenue, Kerman, CA 93630

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1. OPENING CEREMONIES

A. Call to Order – **6:01 p.m.**

B. Roll Call - **All present, with the exception of Councilmember Herrera arrived at 6:05 p.m.**

C. Invocation **– Performed by Mayor Pacheco**

D. Flag Salute **- Performed.**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Item 3.B was withdrawn, Item 7.A was heard before Item 6.A and, Item 6.C was heard in Department Reports after Item 7.A. Supporting attachments for Item 6.A and 6.B were reorganized.

Motion made by Mayor Pro Tem Yep, Seconded by Councilmember Hall
Ayes: Yep, Hall, Herrera, Dhaliwal, Pacheco
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0

3. PRESENTATIONS/CEREMONIAL MATTERS

A. Proclamation - Suicide Prevention Week - **Presented to Gleyra Castro, Division Manager with the Department of Behavioral Health.**

B. Presentation - Paul Dictos County of Fresno Assessor's Office - **Item withdrawn.**

4. PUBLIC FORUM - Guy Kaplinsky, Eagle Field Airport LLC

5. CONSENT CALENDAR

A. **SUBJECT:** Minutes - August 13, 2025

RECOMMENDATION: Council by motion approve minutes as presented.

B. **SUBJECT:** Warrants (JA)
1. Nos. 32646-32736 $4,134,404.11 ACH $844,771.60.

RECOMMENDATION: Council approve warrants and electronic bank transfers as presented. (Pursuant to Government Code 37208)

C. **SUBJECT**: Payroll (JA)
07/20/2025 to 08/02/2025: $270,774.50: Retro Pay & Other: $3,602.81; Overtime: $11,591.84; Holiday: $0.00 Standby: $1,821.13; Comp Time Earned: 70.74

D. **SUBJECT:** Monthly Investment Report

RECOMMENDATION: Council accept monthly investment report as presented.

E. **SUBJECT:** Approval of Parcel Map 2023-01 and Acceptance of Dedications on Behalf of the Public (JG)

RECOMMENDATION: Council by motion adopt a resolution approving Parcel Map 2023-01 and accepting dedications on behalf of the public.**- Res. 25-65**

F. **SUBJECT:** Consideration of Resolution Approving Amendment to Contract for City Attorney Services (JAJ)

RECOMMENDATION: Council by motion adopt a resolution approving Amendment Number Four (4) to Contract for City Attorney Services with Montoy Law Corporation**. - Res. 25-66**

G. **SUBJECT:** Updated Fresno County Multi-Jurisdictional Local Hazard Mitigation Plan (JAJ)

RECOMMENDATION: Council by motion adopt a resolution approving the updated Fresno County Multi-Jurisdictional Hazard Mitigation Plan. **- Res. 25-67**

Motion made by Mayor Pro Tem Yep, Seconded by Councilmember Hall.
Ayes: Yep, Hall, Herrera, Dhaliwal, Pacheco
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0

6. PUBLIC HEARINGS – Opened 6:29 p.m.

A. **SUBJECT:** Consideration of a Resolution of City Council of the City of Kerman Authorizing the Issuance and Sale of 2025 Lease Revenue Bonds (JA)

RECOMMENDATION: City Council by motion adopt resolution Approving, Authorizing and Directing Execution of Certain Lease Financing Documents and Directing Execution of Certain Related Actions in Connection with Financial Capital Improvements for the issuance and sale of 2025 Lease Revenue Bonds **- Res. 25-68**

Motion made by Mayor Pro Tem Yep, Seconded by Councilmember Hall.
Ayes: Yep, Hall, Herrera, Dhaliwal, Pacheco
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0

B. **SUBJECT:** Consideration of a Resolution of Board of Directors of the City of Kerman Public Financing Authority authorizing the issuance and sale of 2025 Lease Revenue Bonds (JA)

RECOMMENDATION: That the Board, by motion, adopt resolution approving, authorizing and directing the issuance and sale of lease revenue bonds in an amount not to exceed $25,000,000 to assist the City of Kerman in financing capital improvements, and approving related documents and actions for issuance and sale of 2025 Lease Revenue Bonds. **- Res. PFA 25-03**

Motion Councilmember Herrera, Seconded by Councilmember Hall.
Ayes: Herrera, Hall, Yep, Dhaliwal, Pacheco
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0

Public Hearing Closed – 6:48 p.m.

C. **SUBJECT:** Consideration of Resolution Approving Agreement with Fieldman, Rolapp & Associates for Continuing Disclosure Services Pertaining to Securities Management (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving agreement with Fieldman, Rolapp & Associates for Continuing Disclosure Services pertaining to Securities Management. **- Res. 25-69**

Motion Councilmember Herrera, Seconded by Councilmember Dhaliwal.
Ayes: Herrera, Dhaliwal, Hall, Yep, Pacheco
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0

7. DEPARTMENT REPORTS

A. **SUBJECT:** Resolution Approving Final Map, Subdivision Agreement, Right-to-Farm Covenant, Landscape and Lighting District Covenant and Accepting Dedication of Right-of-Way for Public Street and Utility Purposes for Vesting Tract Map No. 6447 (JG)

RECOMMENDATION: Council by motion adopt resolution pertaining to Tract No. 6447 as follows:

1. Approving Final Map and Subdivision Agreement
2. Approving Covenant Acknowledging Right To Farm Law
3. Approving Covenant Accepting Annexation into Landscape and Lighting District No. 1
4. Accepting Dedication of Right-of-Way for Public Street and Utility Purposes
5. Authorizing the Mayor and City Manager to sign the Subdivision Agreement and Covenants as appropriate. **- Res. 25-70**

Motion made by Mayor Pro Tem Yep, Seconded by Councilmember Herrera.
Ayes: Yep, Herrera, Hall, Dhaliwal, Pacheco
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0

8. CITY MANAGER/STAFF COMMUNICATIONS

9. MAYOR/COUNCIL REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS

Moment of silence to honor Dr. Joseph Castro's passing.

10. CLOSED SESSION – 7:05 p.m.

A. Public Employee Performance Evaluation pursuant to Government Code Section 54957 Title: City Manager

B. Conference with Labor Negotiators pursuant to Government Code Section 54957.6 City Designated Representatives: Mayor Pacheco and Mayor Pro Tem Yep Unrepresented Employee: City Manager

Reconvened at 8:08 with no reportable action.

11. ADJOURNMENT- 8:09 p.m.

MINUTES CERTIFICATION

I, Josie Camacho, City Clerk for the City of Kerman, do hereby declare under penalty of perjury that the above minutes are a true depiction of all actions taken at the City Council meeting held on the first date above written at Kerman City Hall, 850 S. Madera Ave, Kerman, CA.

Date: August 28, 2025 /s/ Josie Camacho, City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: VSandoval
Printed: 9/3/2025 9:41 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
32737	LP-CITY	CITY OF KERMAN	08/14/2025	180.91
			Total for 8/14/2025:	180.91
32738	10545	WILBERT BARCOMA	08/18/2025	108.00
32739	12382	SHANNON BARRETT	08/18/2025	47.00
32740	12476	RUTH BELMONTE	08/18/2025	106.00
32741	10218	JEANNA BURDINE-SLAVEN	08/18/2025	46.00
32742	11446	JOSIE CAMACHO	08/18/2025	47.00
32743	12481	MANUEL CAMPOS	08/18/2025	11.00
32744	12509	JOSEPH CASTRO	08/18/2025	28.00
32745	12431	AKAYLA CHEEMA	08/18/2025	114.00
32746	12472	GUADALUPE GARCIA	08/18/2025	64.00
32747	12731	BERDIE HALL	08/18/2025	77.00
32748	11595	ISMAEL HERRERA	08/18/2025	21.18
32749	11761	JOHN JANSONS	08/18/2025	425.00
32750	11025	THERESA JOHNSON	08/18/2025	199.00
32751	12522	HARMEEN KAUR	08/18/2025	140.00
32752	12269	JOSUE LOPEZ	08/18/2025	78.00
32753	10722	DILBER NIJJER	08/18/2025	61.00
32754	12342	MARIA PACHECO	08/18/2025	162.00
32755	10672	MARCI REYES	08/18/2025	35.88
32756	12337	COTY RIVERA	08/18/2025	64.00
32757	11802	DANIEL SANCHEZ	08/18/2025	40.00
32758	12590	DALIA SANTANA ZAMUDIO	08/18/2025	48.00
32759	12281	SAMUEL SOTO	08/18/2025	78.00
32760	11134	ALFONSO TINOCO	08/18/2025	104.00
			Total for 8/18/2025:	2,104.06
32761	11708	ALTEC INDUSTRIES INC	08/20/2025	3,747.19
32762	12537	AMERITAS GROUP INSURANCE CORP	08/20/2025	2,397.70
32763	10040	AT&T MOBILITY	08/20/2025	2,023.92
32764	10545	WILBERT BARCOMA	08/20/2025	257.00
32765	12476	RUTH BELMONTE	08/20/2025	76.13
32766	11917	BLAIS & ASSOCIATES LLC	08/20/2025	2,559.00
32767	10617	C A REDING CO INC	08/20/2025	23.86
32768	12862	MARIA CAMARGO	08/20/2025	90.47
32769	11498	COMCAST CABLE COMMUNICATIONS	08/20/2025	735.85
32770	10106	CON EDISON CLEAN ENERGY	08/20/2025	25,788.55
32771	11382	DATA TICKET INC	08/20/2025	133.94
32772	10139	DOOLEY ENTERPRISES INC	08/20/2025	948.92
32773	11358	GREAT AMERICA FINANCIAL SERVICI	08/20/2025	490.90
32774	10514	ICAD INC	08/20/2025	660.00
32775	11096	LOZANO SMITH LLP	08/20/2025	79.00
32776	10678	MAC'S EQUIPMENT INC	08/20/2025	50.06
32777	10335	MADERA FORD	08/20/2025	969.40

Check No	Vendor No	Vendor Name	Check Date	
32778	10789	SANDRA MENDOZA	08/20/2025	92.00
32779	10269	MOUNTAIN VALLEY PEST CONTROL	08/20/2025	125.00
32780	10282	OFFICE DEPOT	08/20/2025	130.74
32781	10289	P.G.& E.	08/20/2025	4,547.63
32782	10301	PETTY CASH	08/20/2025	197.28
32783	10315	QUINN COMPANY	08/20/2025	573.89
32784	10596	RED WING BUSINESS ADVANTAGE AC	08/20/2025	211.81
32785	10327	SAFETY KLEEN SYSTEMS INC	08/20/2025	309.83
32786	11506	SCA OF CA LLC	08/20/2025	11,795.73
32787	11650	SITEONE LANDSCAPE SUPPLY, LLC	08/20/2025	201.34
32788	10337	SLUMBERGER LUMBER	08/20/2025	1,018.19
32789	10561	SOUTHERN COMPUTER WAREHOUSE	08/20/2025	432.84
32790	10754	THE HOME DEPOT PRO-SUPPLY WORI	08/20/2025	98.30
32791	10371	TJ LAW & ASSOCIATES INVESTIGATIC	08/20/2025	800.00
32792	10168	UNITY IT	08/20/2025	1,364.43
32793	10399	VETERINARY MEDICAL CENTER	08/20/2025	52.00
32794	12575	STEVE WILKINS	08/20/2025	257.00
32795	12808	QUADIENT FINANCE USA INC	08/20/2025	687.48
			Total for 8/20/2025:	63,927.38
ACH	10147	EMPLOYMENT DEVELOPMENT DEPAI	08/22/2025	10,523.72
ACH	10517	FEDERAL TAXES PAYROLL	08/22/2025	63,461.74
ACH	10518	KERMAN POLICE OFFICERS ASSN	08/22/2025	878.25
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	08/22/2025	255.00
ACH	10520	ICMA-RC	08/22/2025	4,847.74
ACH	10522	CALPERS	08/22/2025	45,287.28
			Total for 8/22/2025:	125,253.73
32796	10021	ALERT O LITE	08/27/2025	318.53
32797	10920	JEFF BELDING	08/27/2025	92.00
32798	12424	MARIA BERBER	08/27/2025	150.00
32799	10054	BLUE SHIELD OF CALIFORNIA	08/27/2025	65,400.97
32800	10061	BSK ASSOCIATES	08/27/2025	230.00
32801	10218	JEANNA BURDINE-SLAVEN	08/27/2025	103.00
32802	10617	C A REDING CO INC	08/27/2025	239.94
32803	10076	CALIFORNIA POLICE CHIEFS ASSOC	08/27/2025	170.00
32804	10078	CALIFORNIA STATE DISBURSEMENT	08/27/2025	115.38
32805	12844	CALIFORNIA STATE DISBURSEMENT (	08/27/2025	161.53
32806	10092	CENTRAL VALLEY TOXICOLOGY INC	08/27/2025	684.00
32807	10452	CITY OF FRESNO WMD	08/27/2025	233.00
32808	11259	CIVIC PLUS INC	08/27/2025	21,762.18
32809	10103	COLONIAL LIFE	08/27/2025	781.31
32810	10105	COMMUNITY HOSPITALS OF CENTRA	08/27/2025	350.00
32811	11209	DARRENS BODY SHOP	08/27/2025	950.00
32812	10144	ELBERT DISTRIBUTING INC	08/27/2025	564.66
32813	10157	FERGUSON ENTERPRISES INC	08/27/2025	1,343.38
32814	11188	FUTURE FORD	08/27/2025	571.19
32815	10177	GAMETIME	08/27/2025	504.74
32816	12379	GILL CHEVROLET	08/27/2025	45,106.00
32817	10185	GRAINGER	08/27/2025	118.82
32818	11358	GREAT AMERICA FINANCIAL SERVICI	08/27/2025	497.24
32819	10193	HAVENS SECURITY INC	08/27/2025	129.78
32820	10201	HORIZON	08/27/2025	806.50
32821	12132	ANALISA IBANEZ	08/27/2025	20.00
32822	11923	JOE A GONSALVES & SON	08/27/2025	1,250.00

Check No	Vendor No	Vendor Name	Check Date	
32823	10226	JORGENSEN & CO	08/27/2025	39.22
32824	10250	LIEBERT CASSIDY WHITMORE	08/27/2025	1,693.50
32825	10282	OFFICE DEPOT	08/27/2025	161.03
32826	10289	P.G.& E.	08/27/2025	2,550.23
32827	10596	RED WING BUSINESS ADVANTAGE AC	08/27/2025	221.01
32828	11772	RELIABLE TRANSLATIONS, INC	08/27/2025	320.00
32829	10324	RIVERSIDE NURSERY & LANDSCAPE	08/27/2025	796.86
32830	10327	SAFETY KLEEN SYSTEMS INC	08/27/2025	291.00
32831	11114	SHERWIN WILLIAMS	08/27/2025	681.09
32832	11650	SITEONE LANDSCAPE SUPPLY, LLC	08/27/2025	1,281.77
32833	12368	SPECIALTY HOSE EXPRESS LLC	08/27/2025	149.95
32834	10345	STATE OF CALIFORNIA	08/27/2025	100.00
32835	10346	STATE WATER RESOURCE CNTRL BRI	08/27/2025	276,742.86
32836	11460	SUPERIOR POOL PRODUCTS LLC	08/27/2025	2,308.72
32837	10863	SWRCB	08/27/2025	55.00
32838	10354	T & T PAVEMENT MARKINGS	08/27/2025	7,964.76
32839	10360	TERRY JOHNSON TRUCKING	08/27/2025	2,681.05
32840	10754	THE HOME DEPOT PRO-SUPPLY WORI	08/27/2025	62.77
32841	10399	VETERINARY MEDICAL CENTER	08/27/2025	156.00
32842	11776	WECO INDUSTRIES LLC	08/27/2025	19,456.73
32843	10413	YAMABE & HORN ENGINEERING INC	08/27/2025	184,288.14
32844	12267	IRENE ZAMORA	08/27/2025	150.00
			Total for 8/27/2025:	644,805.84
			Report Total (114 checks):	836,271.92

PAY PERIOD: August 03, 2025 - August 16, 2025

	Salary	RETRO PAY & OTHER	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			Hours	Amount	Hours	Amount	Hours	Amount		
Grand Total	$ 267,738.14	$ 1,888.47	238.18	$ 14,173.33	0.00	$ -	101.00	$ 2,304.65	$ 286,104.58	65.75

STAFF REPORT

MEETING DATE: September 10, 2025

PRESENTER: Theresa Johnson, Community Services Director

SUBJECT: Approval of Contract No. 26-0121 Title III C1 Congregate Nutrition Site Management with the Fresno- Madera Area Agency on Aging (TJ)

RECOMMENDATION: Council by motion adopt resolution approving Contract No: 26-0121 Title III C1 Congregate Nutrition Site Management with the Fresno- Madera Area Agency on Aging and authorizing City Manager to execute contract.

EXECUTIVE SUMMARY:

The City of Kerman (the City) has received grant funds from the Fresno-Madera Area Agency on Aging (FMAAA) for senior service programs since 1981. The funding is made available on an annual basis, and the City must reapply each year for the funds. This grant is from the U.S. Department of Health and Human Services, passed through grantor FMAAA, under the Older Americans Act Title III C1 Congregate Nutrition, Federal CDFA No. 93.045. This resolution serves as an update to reaffirm the annual execution of the FMAAA Nutrition Program contract.

The $25,125 FMAAA grant funds are used solely for in-center meals for those seniors who are in the most need of a nutritious meal. The amount offsets the labor expenditures of the full-time Senior Services Coordinator, who manages the program daily, and the funds also help cover nutrition site supplies and other related expenses. While this amount has fluctuated over the years, the funds continue to supplement operational costs, ensuring that senior residents of Kerman receive a nutritionally balanced meal.

FISCAL IMPACT:

Annual FMAAA funds are crucial for sustaining the nutrition program at the Kerman Senior Center. The grant funding helps to provide supplies and offset staffing expenses.

ATTACHMENTS:

A. Resolution w/Exhibit
B. FMAAA YR 25-26 Award Letter

Attachment 'A'

RESOLUTION NO. 25-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING CONTRACT NO: 26-0121 APR TITLE III C1 CONGREGATE NUTRITION SITE MANAGEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING AND AUTHORIZING CITY MANAGER TO EXECUTE

WHEREAS, the City of Kerman Parks, Recreation, and Community Services Department provides senior services to older adult citizens aged 60 years and older at congregate meal site program known as the Kerman Senior Center; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act program funding that supports these activities: and

WHEREAS, the FMAAA annually prepares a contract (**Exhibit 'A'**) with the City that delineates the responsibilities of each party as they pertain to Site Management of Senior Services; and

WHEREAS, the City Council of the City of Kerman wishes to enter a new agreement with the Fresno-Madera Area Agency on Aging.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY RESOLVES as follows:

1. The foregoing recitals are true and correct and incorporated by reference.

2. The Council approves Contract No; 26-0121 Title III C1 Congregate Nutrition Site Management with the Fresno-Madera Area Agency on Aging (FMAAA) and authorizes the City Manager to execute the agreement and all necessary supporting documents.

3. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 10th day of September 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Josie Camacho
City Clerk

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Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Article IX. Subcontracts Section K	Small contracts (under $100,000 in the aggregate) do not require a competitive process [CCR 7352(g)]. In the case of small contracts, the contractor may need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase. a. Pre-Award Review: The contractor shall submit the following to the Agency on Aging for review and approval for small contracts (under $100,000 in the aggregate) to a for profit entity: • Documentation that the aggregate value of the contract with any entity is less than $100,000 • A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a potential or actual conflict of interest exists • Copies of the price or rate quotations received from qualified sources b. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required	In the case of small contracts, not over $100,000 in the aggregate, the contractor may need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase. [22 CCR 7352(g).] Although a competitive process is not required, a Pre-Award Review is required for small contracts with for-profit entities, as follows: a. Pre-Award Review: Prior to informally selecting the for- profit entity with which to contract or obtain the purchase, the contractor shall submit the following to Agency on Aging for review and approval for small contracts (under $100,000 in the aggregate): i. Documentation that the aggregate value of the contract with any entity is less than $100,000 ii. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a	Clarification

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	documentation confirming that the contractor has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide detail as to the requirement(s) that have not been met. c. The contractor must maintain all documentation on file that supports a noncompetitive award to a for-profit entity, as well as the Agency on Aging's determination letter.	potential or actual conflict of interest exists iii. Copies of the price or rate quotations received from qualified sources on individual bidder letterhead b. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the contractor has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide detail as to the requirement(s) that have not been met. c. The contractor shall maintain all of the following for a period of three years after final payments are made and all other pending matters are closed: 1) Copies of all approved bids or proposals and any amendments or changes thereto. 2) A statement of the criteria used to approve awards. 3) Copies of the award documents and contracts entered into pursuant to Section 7364. 4) Other information as requested by 45 CFR 92.36(b), [CCR Title II,	

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		Section 7352(h) as well as CDA's determination letter. d. Because "requirements" under a particular contract likely have distinct and itemized values, considering these distinct values together likely provides the most reasonable way of viewing the meaning of "aggregate" for purposes of determining whether the small contract procurement procedures may be used for a particular contract under 22 CCR 7352 (g). As such, aggregate likely means the combined total estimated value of each requirement for a particular contract. This would require each contractor to assess its known contract requirements in the planning phase and estimate the value of each requirement. If those requirements in the aggregate are not more than $100,000, the small contract procedures may be used.	
Article IX. Subcontracts Section L	L. Contracts over $100,000 in the aggregate for any entity must follow a competitive process [CCR 7352]. M. The contractor shall, prior to the	L. Contracts over $100,000 in the aggregate for any entity must follow an open and competitive process [22 CCR 7352].	For clarification. (Combined L & M, then renumbered going forward)

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	awarding of a subcontract to any for-profit entity, submit the following to the Agency on Aging for review and approval: a. The Request for Proposal (RFP) or Invitation for Bid. b. All bid proposals received. c. The proposal or bid evaluation documentation, along with the contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]. d. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]. Where a program may be subcontracted to a for-profit organization, the contractor should include in its contract with the for-profit entity, a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.	The contractor shall, prior to the awarding of a contract to any for- profit entity, submit the following to the Agency on Aging for review and approval: a. The Request for Proposal (RFP) or Invitation for Bid. [22 CCR 7362(a)(1)]. b. All bid proposals received. [22 CCR 7362(a)(2)]. c. The proposal or bid evaluation documentation, along with the contractor's rationale for awarding the contract to a for-profit entity. [22 CCR 7362(a)(3)]. d. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the contractor has satisfied the requirements of a competitive award to a for-profit entity or will provide details as to the requirement(s) that have not been met.	

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		The contractor must maintain all documentation on file that supports a competitive award to a for-profit entity, as well as the Agency on Aging's determination letter. Where a program may be contracted to a for-profit organization, the contractor should include in its contract with the for-profit entity, a requirement for performance of a program specific audit of the contracted program by an independent audit firm.	
Article V. Assurances, Section H	Background Check Before a person may access CDA PSCI, a thorough background check of that person must be conducted, with evaluation of the results to assure that there is no indication 33 Older Americans Act and Older Californians Act Program Guide California Department of Aging Area Agencies On Aging that the person may present a risk to the security or integrity of confidential	Background check language removed from Article V. Assurances, Section H. Items a. – c. moved to Article V, Section H, Item 5.	CDA decision to remove background check language until which time there is definitive statute to direct AAA's.
Article V. Assurances, Section H, Item 5	Language moved to Article V, Section H, Item 5.	i. Mailing: a. Mailings of Agency on Aging PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings	CDA decision to remove background check language until which time there is definitive

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		which include 500 or more individually identifiable records of Agency on Aging PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of Agency on Aging to use another method is obtained. j. Security Officer: a. The contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Agency on Aging. k. Mitigation of Harmful Effects: a. The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of PSCI and other confidential information in violation of	statute to direct AAA's. The remaining language was moved and relabeled.

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		the requirements of this Agreement. l. Access to, and Accounting For, Disclosure of PSCI: a. The contractor shall document and make available to Agency on Aging or (at the direction of Agency on Aging) to an Individual such disclosures of Agency on Aging PSCI and information related to such disclosures necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by 45 CFR section 164.524 or any applicable state or federal law.	
Article V. Assurances, Section K	Public Education and Information: (Please note: This differs from the IIIB service categories within the data dictionary that have the same names) Public Education and Information (PE&I) falls into two categories:	Public Education and Information (Please note: This differs from the IIIB service categories within the data dictionary that have the same names) Public Education and Information (PE&I) falls into two categories:	For Clarification

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	1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters. 2. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose. Contractors and subcontractors that use CDA funds to produce educational material must receive approval from the CDA Office of Communications prior to production. Additionally, subrecipients that use CDA funds to produce PI&E materials must receive written approval from the CDA Office of Communications in order to use any CDA logo. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov). Contractors should also advise	1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters. 2. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose. The Contractor shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that:	

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	vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the Agency on Aging and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The Agency on Aging reserves the right to use materials developed by the contractor and/or subcontractor. Inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the CDA Office of Communications. All documents produced must comply with Federal Acquisition Regulation, Section 508, which governs document accessibility.	Materials published or transferred by the Contractor and financed with funds under this agreement shall include the following funding disclaimer: "The materials or product were a result of a project funded by a contract with the California Department of Aging". Contractors and subcontractors that produce educational materials that mention the CDA name (outside of the funding disclaimer) or use the CDA logo must receive approval from the CDA Office of Communications prior to production. Subrecipients that produce PE&I materials must receive written approval from the CDA Office of Communications if the CDA is mentioned anywhere other than within the funding disclaimer, or if the CDA logo is used. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov). Contractors should also advise vendors that all materials used in the production of public outreach materials paid for with	

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		grant funds are the property of the Contractor, AAA, and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The Agency on Aging reserves the right to use materials developed by the Contractor, and/or subcontractor. Questions regarding the inclusion, size or placement of the CDA logo should be directed to the CDA Office of Communications. All documents produced must comply with Federal Acquisition Regulation, Section 508 which governs document accessibility.	
Article V. Assurances, Section M	Advertising and Public Relations: All press releases or any program advertisement utilizing the CDA logo must be approved by the CDA Office of Communications prior to dissemination. Approval is also required for all use of CDA logo or mention of CDA materials. The contractor should email the draft press release to communications@aging.ca.gov at least fourteen (14) days in advance of the announcement or event and copy the appropriate CDA Program team.	Advertising and Public Relations: The contractor shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that: Materials published or transferred by the contractor and financed with funds under this agreement shall include the following funding disclaimer:	Clarification

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	The contractor must coordinate media and kick- off events with the Agency on Aging and the CDA Office of Communications. If CDA funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from the CDA Office of Communications before publication or production. Any mention of the CDA name or organization in press or outreach materials requires prior approval. The appropriate CDA program manager will coordinate this process. Materials should be submitted to the appropriate CDA manager for the CDA Office of Communications to review. They will be assessed in batches on the first and fifteenth of each month with a minimum ten (10) business day approval period.	"The materials or product were a result of a project funded by a contract with the California Department of Aging". Any materials that utilize the CDA logo or name (outside of the funding disclaimer), require approval by the CDA Office of Communications prior to publication and dissemination. The use of CDA logo and CDA mention outside of the funding disclaimer is at the discretion of the contractor. If the CDA logo or CDA mention is used, the contractor shall email the draft language and materials a minimum of ten (10) business days in advance of publication and dissemination to communications@aging.ca.gov and the appropriate CDA Program staff point of contact. Language and materials submitted will be assessed in batches on the first and fifteenth of each month, with a minimum of ten (10) business days approval period.	
Article V. Assurances, Section N	NEW	Approval Requirements for Advertising and Public Relations	To provide further clarification and

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		This section further clarifies the approval requirements as outlined in ARTICLE V.K and V.M. **Approval Required:** **Materials that use the CDA logo, including:** • Paid advertising • Earned advertising • Outreach materials • Educational materials • Media events • Public notices **No Approval Required:** • Materials that only mention CDA in the funding disclaimer "The materials were funding by a contract with the California Department of Aging." Without using the CDA logo. • Materials that do not mention the CDA name or use the CDA logo. **Social Media Posts** **Approval Required:** • Social media posts that mention the CDA name or use the CDA logo. **No Approval Required:**	a process for obtaining approvals.

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		• Social media posts that do not mention the CDA name or use the CDA logo, even if CDA funds are involved. • Tagging @calaging on X, Facebook, or LinkedIn is optional but encouraged to keep CDA informed about your organization's activities. **Specific Scenarios and Examples** • Paid advertisement in local newspaper - No approval is needed if the promotion includes the funding disclaimer without the CDA logo or mentioning CDA. • Public Notices - No approval is needed for public notices about Area Plan updates or RFPs that use template language but do not use CDA logo. • Examples of materials requiring approval: Press releases, brochures, websites, flyers, invitations, presentations, and reports that mention the CDA name beyond the funding disclaimer language or use the CDA logo with or without other logos.	

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		Submission Process Submit language and materials needing approval to communications@aging.ca.gov. • Review timeline: Typically, within ten (10) business days • Review dates: First and fifteenth of each month • Urgent requests: Notify Office of Communications if expedited approval is needed. **Questions** For questions about approval requirements email communications@aging.ca.gov.	
Exhibit A, Part III. Assurances, Section I, Item 1	To pay the salary of an individual at a rate in excess of $199,300.	To pay the salary of an individual at a rate in excess of $221,990. HRSA Bulletin 2024-02E	Corrected salary cap amount
Article VII. Budget and Budget Revision, Section C, Indirect Costs, Item 1	The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the contractor's Modified Total Direct Costs (MTDC).	The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the contractor's Modified Total Direct Costs (MTDC).	Increase in allowable indirect cost rate.
Article VII. Budget and Budget	Contractors requesting reimbursement for indirect costs exceeding the maximum tend percent (10%) shall	The contractor requesting reimbursement for indirect costs exceeding the maximum fifteen percent	Increase in allowable indirect cost rate.

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Revision, Section C, Indirect Costs, Item 2	retain on file an approved negotiated indirect cost rate or cost allocation plan.	(15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.	
HICAP Exhibit A, Part III. Assurances, Section D, Item 1	New	The Contractor shall assure full compliance with Administration for Community Living (ACL) guidance related to Volunteer Risk and Program Management (VRPM) policies. ACL VRPM required policies include, but are not limited to: a. All volunteers and staff members in positions of trust are subject to a background and national-level criminal record check. b. The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments. ACL VRPM requirements can be accessed from the ACL VRPM Policies Webpage.	New ACL Requirement effective 9/1/2024.
HICAP Exhibit A, Part III. Assurances,	New	The Service Provider shall assure compliance with ACL guidance related to Conflict of Interest (COI), which includes, but is not limited to, guidance provided	New ACL requirement.

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Section B, Item 4		on the ACL Managing Conflicts of Interest in SHIP, SMP and MIPPA Programs Webpage and the guidance document, Conflict of Interest: Identification, Remedy, and Removal.	
Title III C1 Exhibit A, Part I. Definitions Specific to Title III Programs, Section B and Section C	Title III C-1 (Congregate Nutrition Services): nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, 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 (DGA). To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)] Title III C-2 (Home-Delivered Nutrition Services): nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening.	Title III C1 Congregate Nutrition Services nutrition services provided to older individuals in an in-person or virtual congregate setting. Services include meals, nutrition education, 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 (DGA). To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]. Title III C2 Home-Delivered Nutrition Services nutrition services provided to frail, homebound, or isolated older individuals via home delivery or picked-up and consumed at their place of residence or otherwise outside of in-person or virtual congregating. Services include meals, nutrition education, and nutrition risk screening.	

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Area Plan Grant Award

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Area Plan Grant Award

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CONTRACT BETWEEN

CITY OF KERMAN

AS SERVICE PROVIDER

AND

FRESNO-MADERA AREA AGENCY ON AGING (HEREINAFTER REFERRED TO AS AGENCY ON AGING)

2520 WEST SHAW LANE, SUITE 101A, FRESNO, CA 97311
MAILING ADDRESS: 2037 WEST BULLARD AVENUE, #512, FRESNO, CA 93711

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

City of Kerman 720 South 8th Street Kerman, CA 93630

B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2025 to June 30, 2026, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2025 through June 30, 2026 period may be incurred after June 30, 2026.

D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

Approved by Fresno-Madera Area Agency on Aging Governing Board on April 24, 2025		
Federal Granter:	U.S. Department of Health and Human Services	
Pass Through Granter:	Fresno-Madera Area Agency on Aging	
Older Americans Act Title:	Title Ill C1 Congregate Nutrition, Federal CFDA No. 93.045	
Contract No.:	26-0121 I Service: I Site Management	
Site:	**12-Month Funding Cycle**	**Contract Period Grant Amount**
Kerman Senior Center	July, 1 2025 to June 30, 2026	**Maximum Expenditure: $25,125**

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

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

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FOR SERVICE PROVIDER:

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

Theresa Johnson	Community Services Direct
Type Name	Title

Signature of Authorized Contracting Official *(Refer to Appendix A)*	Date

Type Name	Title

94-60000351

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature	Date

Jamie Sharma	Executive Director
Type Name	Title

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

This Agreement incorporates the terms and conditions which support an award of Area Plan Funds. 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.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. “Agency on Aging” and “FMAAA” means the Fresno-Madera Area Agency on Aging interchangeably.

B. “Agreement” or “Contract” shall mean the Fresno-Madera Area Agency on Aging Area Plan Agreement; Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX); Appendices; Program Exhibits; Budget Display; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.

C. “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. Cal. Civ. Code: California Civil Code (CIV)

F. Cal. Gov. Code: California Government Code (GC)

G. Cal. Pub. Con. Code: California Public Contract Code (PCC)

H. “CCR” means California Code of Regulations.

I. “CFR” means Code of Federal Regulations.

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J. “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 200.31 and 45 CFR 75.2)

L. HHS: Means United States Department of Health and Human Services

M. OAA: Means Older Americans Act

N. OCA: means Welfare and Institutions Code §9541 of the Mello-Granlund Older Californians Act

O. OMB: Means Federal Office of Management and Budget

P. “In-Kind Contributions” means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).

Q. “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.

R. “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.

S. “PSA 14” means the State Planning and Service Area comprised of Fresno and Madera Counties.

T. “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 200.84 and 45 CFR 75.2).

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U. “Recoverable cost” means the questioned cost identified from an audit.

V. “Reimbursable item” also means “allowable cost” and “compensable item.”

W. “State” and “Department” means the State of California and the California Department of Aging (CDA) interchangeably.

X. “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.

Y. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out any part of a federal award identified in this Agreement.

Z. “USC” means United States Code.

AA. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of this Agreement.

BB. “W&I” means California Welfare and Institutions Code.

CC. As used throughout this Agreement, the term “shall” is mandatory; the term “may” is permissive.

DD. 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 Grant Terms and Conditions

2. The Older Americans Act and other applicable federal statutes and their implementing regulations.

3. If applicable, the Older Californians Act and other California State codes and regulations.

4. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.

5. Program Memos and other guidance issued by the California Department of Aging.

6. Any other documents incorporated herein by reference, including, if applicable, the federal Health and Human Services (HHS) terms and

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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

ARTICLE II. AGREEMENT

A. All elements of this Agreement, as defined in Article I, Section B, and as approved by the Agency on Aging in making this award, are hereby incorporated by reference, as if fully set forth herein.

B. Time is of the essence in this Agreement. All contracts must be signed and returned to the Fresno-Madera Area Agency on Aging within forty-five (45) days of the date on the contract cover letter. If the signed contract is not returned by the designated date and there has been no approval granted, then the funds may be reallocated by the Fresno-Madera Area Agency on Aging Governing Board. The Agency on Aging will send a Notice of Termination of Negotiations to the non-responsive Service Provider on the 46th day from the date of the contract cover letter by certified mail. A copy of the Fresno-Madera Area Agency on Aging Appeal Procedure will be sent with the letter.

C. A copy of this Agreement is on file and available for inspection at the Fresno-Madera Agency on Aging, 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, 2025, through June 30, 2026, at which time the Agreement expires, subject however, to earlier termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding. Renegotiation shall consider service provider expenditures, service units, and cost standards during renegotiation.

C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter

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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.

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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 statues 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.

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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

1. 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.

2. The Contractor shall ensure compliance with the following federal regulations:
   a. Clean Air Act, as amended. (42 USC § 7401)
   b. Federal Water Pollution Control Act, as amended. (33 USC § 1251et seq.)
   c. Environmental Protection Agency Regulations (40 CFR 29) (Executive Order 11738)

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

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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.

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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 Confidentiality and Security:

1. This Information Confidentiality and Security Requirements section sets forth the information privacy and security requirements the contractor is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the contractor, or collected, created, maintained, stored, transmitted, or used by the contractor for or on behalf of the Agency on Aging pursuant to this agreement. (Such personal, confidential, and sensitive information is referred to here as PSCI.) Agency on Aging and the subcontractor desire to protect their

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privacy and provide for the security of Agency on Aging PSCI pursuant to this section of this agreement and in compliance with state and federal laws applicable to Agency on Aging and California Department of Aging PSCI.

The terms of this section shall apply to all contracts, subcontracts, and subawards made by the AAA in furtherance of this agreement and services provided in accordance with this agreement. The contractor shall require its agents, subcontractors, or independent consultants (collectively, agents) to conform to this section regarding California Department of Aging PSCI.

2. Definitions

   a. **Breach:**

      i. The unauthorized acquisition, access, use or disclosure of California Department of Aging and the Agency on Aging PSCI in a manner in which compromises the security, confidentiality, or integrity of the information; or

      ii. The same definition of “breach of the security system” set forth in California Civil Code section 1798.29 subdivision (f): or

      iii. The same as the definition of “breach” set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.

   b. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.).

   c. **Disclosure:** the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information

   d. **PSCI:** “personal information”, “sensitive information”, and “confidential information” (as these terms are defined herein)/.

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e. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA's policy to consider all information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:

i. **Notice-Triggering Personal Information:** Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See Civil Code section 1798.29.

ii. **Protected Health Information (PHI):** The term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

f. **Public Information**: Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 Et seq.).

g. **Security Incident:**

i. A breach or attempted breach; or

ii. The attempted or successful unauthorized access, disclosure, modification, or destruction of Agency on Aging or CDA PSCI, in violation of any state or federal low or in a manner not permitted under this agreement; or

iii. The attempted or successful modification or destruction of, or interference with, the contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of Agency on Aging PSCI; or

iv. Any event that is reasonably believed to have compromised the

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confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

h. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions**.**

3. Disclosure Restrictions

The contractor shall protect Agency on Aging PSCI from unauthorized disclosure. The contractor shall not disclose, except as otherwise specifically permitted by this agreement, any Agency on Aging PSCI to anyone other than Agency on Aging personnel or programs without prior written authorization from the Agency on Aging or the California Department of Aging.

a. The contractor and the Agency on Aging mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of date from the Agency on Aging containing Personal Health Information (PHI) shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this agreement, HIPPA). The contractor agrees to provide the same, or greater, level of protection to Agency on Aging data that would be required if the contractor were a Business Associate under HIPPA, regardless of whether the contractor is or is *not* a Business Associate.

b. To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to Agency on Aging PSCI covered under this agreement beyond those provided through HIPPA, the contractor agrees:

i. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the

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extent such standards provide a greater degree of protection and security than HIPPA or are otherwise more favorable to the individuals whose information is concerned; and

ii. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.

iii. Examples of laws that provide additional and/or stricter privacy protections to certain types of Agency on Aging PSCI as defined above in Section H *definitions* of this agreement, include but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code Section 5328, and California Health and Safety Code section 11845.5.

iv. If the Contractor is a Qualified Service Organization (QCS) as defined in 42 CFR section 2.11, the contractor agrees to be bound by and comply with subdivisions (2)(i) and (2) (ii) of that section.

4. Use Restrictions

The contractor shall not use any Agency on Aging or California Department of Aging PSCI for any purpose other than performing the contractor's obligations under this agreement.

5. Safeguards and Security

The contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Agency on Aging PSCI including electronic Agency on Aging PSCI that it creates, receives, maintains, uses, or transmits on behalf of Agency on Aging. The contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the contractor's operations and the nature and scope of its activities. The contractor's administrative, technical, and physical safeguards shall include, at a minimum:

a. Technical Security Controls:

The Contractor shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with

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NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/pubs/sp/800/53/r5/upd1/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

b. Removeable Media Devices

All electronic files that contain Agency on Aging PSCI data must be encrypted when stored on any removeable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PSCI must be encrypted, at a minimum, using FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

c. Patch Management

The Contractor shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.

d. Confidentiality Statement:

All people that will be working with the California Department of Aging and Agency on Aging PSCI must sign a confidentiality statement (*Appendix C*), that includes at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all people prior to accessing the Agency on Aging PSCI. The statement must be renewed annually. The contractor shall retain each person's written confidentiality statement for Agency on Aging inspection for a period of six (6) years following contract termination.

e. Transmission and Storage of PSCI:

All persons that will be working with Agency on Aging PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such

f. Minimum Necessary:

Only the minimum necessary amount of Agency on Aging PSCI required to perform necessary business functions applicable to the

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terms of this Agreement may be used, disclosed, copied, downloaded, or exported.

g. Antivirus Software:

All workstations, laptops and other systems that process and/or store Agency on Aging PSCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

h. Data Security:

Agency on Aging PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

i. Mailing:

Mailings of Agency on Aging PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of Agency on Aging PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of Agency on Aging to use another method is obtained.

j. Security Officer:

The contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Agency on Aging.

k. Mitigation of Harmful Effects:

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of PSCI and other confidential information in violation of the requirements of this Agreement.

m. Access to, and Accounting For, Disclosure of PSCI:

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The contractor shall document and make available to Agency on Aging or (at the direction of Agency on Aging) to an Individual such disclosures of Agency on Aging PSCI and information related to such disclosures necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by 45 CFR section 164.524 or any applicable state or federal law.

6. Employee Training

   All persons who assist in the performance of functions or activities on behalf of the Agency on Aging, or access or disclose Agency on Aging PSCI, must complete information privacy and security training, located at https://aging.ca.gov/Information_security/ at least annually, at the contractor's expense. Each person who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

7. Employee Discipline:
   Appropriate sanctions must be applied against persons who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

8. Access to Practices, Books and Records

   The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PSCI on behalf of the Agency on Aging available to the Agency on Aging upon reasonable request.

9. Special Provision for SSA Data

   In the Contractor receives data from or on behalf of Agency on Aging that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between the Agency on Aging and SSA, the contractor shall provide, upon request by the Agency on Aging, a list of all employees and agents who have access to such data, including employees and agents of its agents, to Agency on Aging.

10. Breaches and Security Incidents

    The contractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the

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following steps:

a. Notice to the Agency on Aging

The Contractor shall notify the Agency on Aging immediately by email or telephone of the discovery of:

i. Unsecured Agency on Aging PSCI if the Agency on Aging PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.

ii. Any suspected security incident which risks unauthorized access to Agency on Aging PSCI and/or other confidential information.

iii. Any intrusion or unauthorized access, use, or disclosure of Agency on Aging PSCI in violation of this agreement: or

iv. Potential loss of confidential data affecting this agreement

v. Notice via email shall be made using the current CDA 1025 “Information Security Incident Report: form and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information_security/

vi. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of Agency on Aging PSCI, the Contractor shall:

a. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach: and

b. Any action pertaining to such unauthorized disclosure is required by applicable Federal and State Laws and regulations.

b. Investigation of Security Incident Breach

The contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of Agency on Aging PSCI.

c. Complete Report

The contractor shall provide a complete report of the investigation to Agency on Aging within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a

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determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If the Agency on Aging requests information in addition to this report, the contractor shall make reasonable efforts to provide the Agency on Aging with such information. Agency on Aging will review and approve or disapprove the contractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the contractor's corrective action plan.

i. If the Contractor does not submit a complete report within the ten (10) working day time frame, the contractor shall request approval from the Agency on Aging within the ten (10) working timeframe for the complete report.

d. Notification of Individuals

If the cause of a breach is attributable to the contractor or its agents, the contractor shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. The Agency on Aging shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

e. Responsibility for Reporting Breaches to Entities other than the Agency on Aging

If the cause of a breach of Agency on Aging PSCI is attributable to the contractor or its subcontractors, the contractor is responsible for all required reporting of the breach as required by applicable federal and state law.

f. Submission of Sample Notification to Attorney General:

If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the contractor is considered only a custodian and/or non-owner of the Agency on Aging PSCI, the contractor shall, at its sole expense and at the sole election of the Agency on Aging, either:

i. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to

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the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The contractor shall inform the Agency on Aging Privacy Officer: Hillaree Bennett, of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or

ii. Cooperate with and assist the Agency on Aging in is submission of a sample copy of the notification to the Attorney General.

11. Contact Information

To direct communications to the above referenced Agency on Aging staff, the contractor shall initiate contact as indicated herein. Agency on Aging reserves the right to make changes to the contact information below by giving written notice to the contractor.

Agency on Aging Privacy Officer:

Fresno-Madera Area Agency on Aging
2520 W. Shaw Ln. #101 A
Fresno, CA 93711

Attn: Program Director, Hillaree Bennett
Email: hbennett@fmaaa.org
Telephone: 559-319-0863

Agency on Aging Information Security Officer:

Fresno-Madera Area Agency on Aging
2520 W. Shaw Ln. #101 A
Fresno, CA 93711

Attn: Executive Director, Jamie Sharma
Email: jsharma@fmaaa.org
Telephone: 559-214-0299 ext. 500

13. Responsibility of Agency on Aging

The Agency on Aging agrees to not request the contractor use or disclose PSCI in any manner that would not be permissible under HIPPA and/or other applicable federal and/or state law.

14. Audits, Inspections, and Enforcement

a. Agency on Aging Right to Inspect

From time to time, Agency on Aging may inspect the facilities, systems, books, and records of the contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) section. The contractor shall promptly remedy any violation of any provision of this ICSR section. The fact that Agency on Aging inspects, or fails to inspect, or has the right to inspect, the contractor's facilities, systems, and procedures does not relieve the contractor of its responsibility to comply with this ICSR

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section.

b. Notification to Agency on Aging in Event the Contractor is Subject to Other Audit:

If the contractor is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to this agreement or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, the contractor shall promptly notify the Agency on Aging unless it is legally prohibited from doing so.

15. Miscellaneous Provisions

a. Disclaimer:

Agency on Aging makes no warranty or representation that compliance by the contractor with this agreement will satisfy the contractor's business needs or compliance obligations. The contractor is solely responsible for all decisions made by the contractor regarding the safeguarding of Agency on Aging PSCI and other confidential information

b. Amendment:

i. Any provision of this agreement which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this agreement hall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

ii. Failure by the contractor to take necessary actions required by amendments to this agreement shall constitute a material violation

c. Assistance in Litigation or Administrative Proceedings

The contractor shall make itself, its employees, and agents available to the Agency on Aging at no cost to Agency on Aging to testify as witnesses in the event of litigation or administrative proceedings being commenced against Agency on Aging, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, and which involves inactions or actions by the

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contractor (except where the contractor or its subcontractor, workforce employee, or agent is a named adverse party).

d. No Third-Party Beneficiaries

Nothing in this agreement is intended to or shall confer upon any third person, any rights, or remedies whatsoever.

e. Interpretation

The terms and conditions in this agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable laws. The parties agree that any ambiguity in the terms and conditions of this agreement shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

f. No Waiver of Obligations

No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation or shall prohibit enforcement of any obligation on any other occasion.

g. Return or Destruction of Agency on Aging PSCI on Expiration or Termination

At expiration or termination of the contract, if feasible, the contractor shall return or destroy all Agency on Aging PSCI that the contractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Agency on Aging and the contractor shall determine the terms and conditions under which the contractor may retain the PSCI.

h. Data Sanitization

All Agency on Aging PSCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the Agency on Aging PSCI is no longer needed.

i. Survival

If return or destruction of Agency on Aging PSCI is not feasible upon the completion or termination of the contract, the respective rights, and obligations of the contractor under this

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Section shall survive the completion or termination of the contract between the contractor and the Agency on Aging. The contractor shall also limit further uses and disclosures of Agency on Aging PSCI to those purposes that make the return or destruction of the information infeasible.

I. Copyrights

1. If any material funded by the Agency on Aging 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 Article V section I.2.

2. The contractor may request permission to copyright material by writing to the Director of Agency on Aging. The Director shall grant permission or give reason for denying permission to the contractor in writing within sixty (60) days of receipt of the request

3. If the material is copyrighted with the consent of Agency on Aging, 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 to the author.

4. The contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of work outlined within this agreement or the contract 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 and/or Program 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.

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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.

K. Public Education and Information

(Please note: This differs from the IIIB service categories within the data dictionary that have the same names)

Public Education and Information (PE&I) falls into two categories:

1. **Educational** – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.

2. **Promotional** – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose.

   The Contractor shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that:

   Materials published or transferred by the Contractor and financed with funds under this agreement shall include the following funding disclaimer:

   “The materials or product were a result of a project funded by a contract with the California Department of Aging”.

   Contractors and subcontractors that produce educational materials that mention the CDA name (outside of the funding disclaimer) or use the

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CDA logo must receive approval from the CDA Office of Communications prior to production. Subrecipients that produce PE&I materials must receive written approval from the CDA Office of Communications if the CDA is mentioned anywhere other than within the funding disclaimer, or if the CDA logo is used. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov).

Contractors should also advise vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the Contractor, AAA, and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The Agency on Aging reserves the right to use materials developed by the Contractor, and/or subcontractor.

Questions regarding the inclusion, size or placement of the CDA logo should be directed to the CDA Office of Communications.

All documents produced must comply with Federal Acquisition Regulation, Section 508 which governs document accessibility.

L. S.W.A.G Ban

The contractor and its subcontractor shall comply with the Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

M. Advertising and Public Relations

The contractor shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that:

Materials published or transferred by the contractor and financed with funds under this agreement shall include the following funding disclaimer:

"The materials or product were a result of a project funded by a contract with the California Department of Aging".

Any materials that utilize the CDA logo or name (outside of the funding disclaimer), require approval by the CDA Office of Communications prior to publication and dissemination. The use of CDA logo and CDA mention outside of the funding disclaimer is at the discretion of the contractor. If the CDA

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logo or CDA mention is used, the contractor shall email the draft language and materials a minimum of ten (10) business days in advance of publication and dissemination to communications@aging.ca.gov and the appropriate CDA Program staff point of contact.

Language and materials submitted will be assessed in batches on the first and fifteenth of each month, with a minimum of ten (10) business days approval period.

N. Approval Requirements for Advertising and Public Relations

This section further clarifies the approval requirements as outlined in ARTICLE V.K and V.M.

Approval Required:
Materials that use the CDA logo, including:

- Paid advertising
- Earned advertising
- Outreach materials
- Educational materials
- Media events
- Public notices

No Approval Required:

- Materials that only mention CDA in the funding disclaimer "The materials were funding by a contract with the California Department of Aging." Without using the CDA logo.
- Materials that do not mention the CDA name or use the CDA logo.

Social Media Posts
Approval Required:

- Social media posts that mention the CDA name or use the CDA logo.

No Approval Required:

- Social media posts that do not mention the CDA name or use the CDA logo, even if CDA funds are involved.
- Tagging @calaging on X, Facebook, or LinkedIn is optional but encouraged to keep CDA informed about your organization's activities.

Specific Scenarios and Examples

- Paid advertisement in local newspaper - No approval is needed if the promotion includes the funding disclaimer without the CDA logo or mentioning CDA.

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- Public Notices - No approval is needed for public notices about Area Plan updates or RFPs that use template language but do not use CDA logo.
- Examples of materials requiring approval: Press releases, brochures, websites, flyers, invitations, presentations, and reports that mention the CDA name beyond the funding disclaimer language or use the CDA logo with or without other logos.

Submission Process
Submit language and materials needing approval to communications@aging.ca.gov.

- Review timeline: Typically, within ten (10) business days
- Review dates: First and fifteenth of each month
- Urgent requests: Notify Office of Communications if expedited approval is needed.

Questions

- For questions about approval requirements email communications@aging.ca.gov.

O. Copyrights/Trademarks

The CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

1. The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.

2. Any right of copyright/trademark to which a contractor or subcontractor purchases ownership with grant funds.

P. 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,

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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.

Q. 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.

R. Covenant Against Contingent Fees

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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.

S. 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.

T. 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

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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.

U. Disaster Plan

1. The Contractor shall prepare and maintain a disaster plan that ensures

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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.

V. 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 to perform services outlined within agreement.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

3. 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

   This is not to be construed as limiting the contractor from paying any differences in costs, from funds other than those provided by the Agency on Aging, between the CalHR rates and any rates the contractor is

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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 State. [SCM 3.17.2.A(4)]

The contractor agrees to include these requirements in all subcontracts it enters into with subcontractors to provide services pursuance to this agreement.

4. Agency on Aging reserves the right to refuse payment to the contractor or disallow costs for any expenditure, as determined by the Agency on Aging to be: out of compliance with this agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either 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 Older Americans Act funding is available to provide services through the ending date of this Agreement.

3. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding Title III E) and Title VII services.

C. 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:

1. Financial Reporting.

2. Accounting Records.

3. Complete Disclosure.

4. Source Documentation.

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5. Internal Control.

6. Budgetary Control.

7. Cash Management (written procedures).

8. Allowable Costs (written procedures).

D. Unexpended Funds

1. No later than December 23 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.

2. The Agency on Aging shall request and receive from the Contractor release of Older Americans Act funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.

3. The Agency on Aging retains all rights to reallocate released funds into other programs, projects, or activities.

4. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the Agency on Aging immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

E. 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.

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F. Limitation of State Liability

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.

G. Funding Reduction

1. If funding for any State or Agency on Aging fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purpose of the services outlined within this agreement, 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 revision to the Budget to reflect the reduced funding authorized by the authority of this agreement.

2. In the event the Agency on Aging elects to offer a revised budget display(s), it shall be mutually understood by both parties that:

   a. The Agency on Aging reserves the right to determine which programs, if any, shall be reduced.

   b. Some programs may be reduced by a greater amount than others, and

   c. The Agency on Aging shall determine at its sole discretion the amount that any or all of the programs shall be reduced for the applicable fiscal years.

H. Fiscal Provisions

1. The agreement must be approved prior to release and disbursement of any program funding included within these terms via the budget displays.

2. Upon release of an original or revised budget display, a separate budget for all programs affected shall be submitted electronically to the Agency on Aging's fiscal department, within 30 days of release.

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3. Budgets must be approved by the Agency on Aging's fiscal department prior to any disbursement of funding.

4. Agency on Aging cannot disburse funds until the contract agreement is fully executed.

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, 2026.

C. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed fifteen percent (15%) of the Contractor's MTDC per funding category.

2. The contractor requesting reimbursement for indirect costs exceeding the maximum fifteen percent (15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

3. Indirect costs exceeding the fifteen percent (15%) 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

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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, Ombudsman Citation Penalties Account, Licensing and Certification Program Funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act. 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. Program Income may not 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.

2. One-Time-Only (OTO) Funds

a. OTO Funds, if any, are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

b. Titles III and VII federal program OTO funds shall only be used for the following purposes:

i. Home and community-based projects that are approved in advance by the California Department of Aging, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

ii. Innovative pilot projects that are approved in advance by the California Department of Aging, and are designed for the

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development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR §1321.53(a)(b).

iii. OTO funds can be used to maintain or increase baseline services; however, the Contractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance approval from the California Department of Aging.

c. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

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 Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:

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a. Title III B Supportive Services (not including Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition is forty percent (40%).

b. Title III E Family Caregiver Support Program is thirty percent (30%).

c. Long-Term Care Ombudsman Program; Title VII Elder Abuse Prevention; Title III D Health Promotion-Evidence Based: No Match Required

3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

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 Contract 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.

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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, 2026. All contractors are required to submit Program Property Inventory Certification annually, at the time of closeouts, to CDAEquipment@aging.ca.gov or as instructed by FMAAA. If Agreement is terminated or cancelled prior to June 30, 2026, 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.

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

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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.

K. In the case of small contracts, not over $100,000 in the aggregate, the contractor may need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase. [22 CCR 7352(g).] Although a competitive process is not required, a Pre-Award Review is required for small contracts with for-profit entities, as follows:

1. Pre-Award Review: Prior to informally selecting the for-profit entity with which to contract or obtain the purchase, the AAA shall submit the following to CDA for review and approval for small contracts (under $100,000 in the aggregate):

    a. Documentation that the aggregate value of the contract with any entity is less than $100,000.

    b. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a potential or actual conflict of interest exists.

    c. Copies of the price or rate quotations received from qualified sources on individual bidder letterhead.

2. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the contractor has satisfied the requirements of a noncompetitive award to a

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for-profit entity or will provide detail as to the requirement(s) that have not been met.

3. The AAA shall maintain all of the following for a period of three years after final payments are made and all other pending matters are closed:

   1) Copies of all approved bids or proposals and any amendments or changes thereto.
   2) A statement of the criteria used to approve awards.
   3) Copies of the award documents and contracts entered into pursuant to Section 7364.
   4) Other information as requested by 45 CFR 92.36(b), [CCR Title II, Section 7352(h) as well as CDA's determination letter.

4. Because "requirements" under a particular contract likely have distinct and itemized values, considering these distinct values together likely provides the most reasonable way of viewing the meaning of "aggregate" for purposes of determining whether the small contract procurement procedures may be used for a particular contract under 22 CCR 7352 (g). As such, aggregate likely means the combined total estimated value of each requirement for a particular contract. This would require the contractor to assess its known contract requirements in the planning phase and estimate the value of each requirement. If those requirements in the aggregate are not more than $100,000, the small contract procedures may be used.

L. Contracts over $100,000 in the aggregate for any entity must follow an open and competitive process [22 CCR 7352].

The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to Agency on Aging for review and approval:

1. The Request for Proposal (RFP) or Invitation for Bid. [22 CCR 7362(a)(1)].

2. All bid proposals received. [22 CCR 7362(a)(2)].

3. The proposal or bid evaluation documentation, along with the AAA's rationale for awarding the contract to a for-profit entity. [22 CCR 7362(a)(3)].

4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR7356].

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M. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the Contractor has satisfied the requirements of a competitive award to a for-profit entity or will provide details as to the requirement(s) that have not been met. The Contractor must maintain all documentation on file that supports a competitive award to a for-profit entity, as well as the Agency on Aging's determination letter. Where a program may be contracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program specific audit of the contracted program by an independent audit firm.

N. The contractor shall refer to 2 CFR 200.331, Subpart D-Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D-Subrecipient and Contractors Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the contractor shall follow the procurement requirements in the applicable Office of Management and Budgets (OMB) Circular.

O. The Contractor shall utilize procurement procedures as follows:

1. The Contractor shall obtain goods and services through open and competitive awards. Each contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exceptions are contained in 22 CCR 7360(a) and 22 CCR 7360(d). The Contractor issuing a noncompetitive award must comply with 22 CCR 73600 (b)-(d).

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

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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, 2025 through June 30, 2026 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. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this section. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

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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 financial 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.

6. Upon request, the Contractor will provide information and supporting documentation on any activities funded in-part or in-whole with the supplement funding.

ARTICLE XI. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.

2. 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).

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2. All computing devices, regardless of cost (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

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 and the Agency on 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

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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 or subcontractor 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 (CDA 248) to property@aging.ca.gov

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. 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 Agency on Aging and CDA.

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

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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 California Department of Aging. 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. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the AAA will issue specific written disposition instructions to the Contractor.

Q. The Contractor shall use the property for the purpose for which it was intended under this Agreement.

R. 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.

S. If purchase of property is a reimbursable item, the property to be purchased will be specified on an approved Budget.

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T. 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. Welfare and Institution Code (WIC) (Division 8.5 Mello-Granlund Older Californians Act [9000 – 9757.5] Chapter 2. California Department of Aging [9100-9118.5] Article 1. General provisions [9100-9114] Section 9102 (a)) states that the State Unit of Aging shall administer all programs under the Older Americans Act of 1965, as amended, and this division, including providing ongoing oversight, monitoring, and service quality evaluation to ensure that service providers are meeting standards of service performance established by the department.
The Agency on Aging conduct onsite/remote monitoring visits to ensure that the contractor(s) are in compliance with all federal and State laws, regulations, policies, contracts or grant agreements (Administrative); Performance goals are achieved (Program); and Federal awards are used for authorized purposes (Fiscal). Comprehensive onsite/remote assessments are conducted at a minimum once every two years as resources permit.

B. 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.

C. 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.

D. 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.

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E. 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.

F. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revision to budgets, To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year.

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.

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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 physical address:

   Fresno-Madera Area Agency on Aging
   2520 West Shaw Lane, Suite 101A
   Fresno, CA 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.

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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 Agency on Aging and 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:

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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.

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]

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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; Agency on Aging shall have access to all audit reports and supporting work papers, and Agency on Aging has the option to perform additional work, as needed.

K. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not limited to contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the contractor performed an independent expense verification review (alternative procedures) of the Contractor/Subcontractor in making a determination; whether audit findings were issued; an if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

L. 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

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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. [2 CFR 200.425]

M. 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.

93.041 Special Programs for the Aging – Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3)

93.042 Special Programs for the Aging – VII-A, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals Title VII-A, Chapter 2)

93.043 Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)

93.044 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)

93.045 Special Programs for the Aging – Title III, Part C – Nutrition Services (Title III C)

93.052 National Family Caregiver Support Program – Title III, Part E (Title III E)

93.053 Nutrition Services Incentive Program (NSIP)

“Cluster of programs” means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its 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

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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])

N. The Contractor must 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, or unless otherwise amended by future regulation, 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 medical malpractice and/or errors and omissions. (All programs except Title V).

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 State Department of General Services (DGS).

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.

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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 physical address (2520 West Shaw Lane, Suite 101A, 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 California Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Cal. 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.

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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 the Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

A. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA §315(b)]:

1. The Contractor or any subcontractors for any Title III or Title VII-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. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Donation letters may not resemble a bill or statement.

4. Each 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. <u>Termination Without Cause</u>

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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 Agency on Aging may, at its discretion, decline to negotiate additional one-year Agreement periods with the Contractor beyond the initial one-year contract award term, or, as a result of the Request for Proposal process, reject the Contractor's proposal for provision of service beyond the term of this Agreement; in such cases, the Agency on Aging shall provide a minimum of thirty (30) days written notice to the Contractor of non-renewal or non-award of the contract, effective on the last day of the term of this Agreement.

   The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice from the State of California to the Agency on Aging.

   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

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1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. Agency on Aging mat terminate this agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to the Agency on Aging a Transition Plan as specified in 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, termination of the agreement shall be effective immediately.

    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 Contractor 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 2 CFR 200.205 AND

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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. <u>Contractor's Obligation After Notice of Termination</u>

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

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terminated;

d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause); and

e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement.

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

A. The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Agency on Aging as a result of a breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project. Specifically, the Agency on Aging reserves the right to pursue all remedies allowed to it under the Older Americans Act, and all regulations adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.

B. The Contractor may appeal an adverse determination by the Agency on Aging using the *Appeal Procedure for Service Providers*, which is set forth in Appendix G, for actions subject to appeal, as defined in Appendix G, Section I.A, *Actions Subject to Appeal*.

C. The Contractor may appeal the Agency on Aging's final adverse determination once all administrative remedies contained in Appendix G, *Appeal Procedure for Service Providers*, have been exhausted, using the appeal process established in Title 22 CCR §7700 to 7710.

D. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

E. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed, and approved by both parties; the Agency on Aging, and by a duly authorized representative of the Contractor. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. Any provision of this Agreement which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the

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parties even though such amendment may not have been reduced in writing and formally agreed upon and executed by the parties.

C. Failure by the contractor to take necessary actions required by amendments to this agreement shall constitute a material violation. 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 and/or Program 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.

D. 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 and State government.

ARTICLE XX. NOTICES

A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated of actual receipt.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current physical address, 2520 West Shaw Lane, Suite 101A, 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.

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APPENDIX A

RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of City of Kerman
(Service Provider)

hereby authorizes _____
(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 fiscal year beginning July 1, 2025, to June 30, 2026, including any subsequent amendments and all necessary supporting documents.

_____
Name of Chair ***(Please Print)***
Governing Board

_____ _____
Signature of Chair **Date**
Governing Board

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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	94-60000351
Contractor/Vendor Name (Typed)	*Federal ID Number*
Authorized Signature	*Date Executed*
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 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,

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APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

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 authorized officials of the contracting agency, the Department of

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APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

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))

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

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APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

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.

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APPENDIX C
INFORMATION INTEGRITY AND SECURITY STATEMENT

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services 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 Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/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 CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contract/Vendor must comply with the Area Plan Terms and Conditions Agreement, Article V, Section H, Information Confidentiality and Security requirements as outlined in the contract.

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APPENDIX C
INFORMATION INTEGRITY AND SECURITY STATEMENT

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 of the Area Plan Terms and Conditions Agreement:

[X] Is in full compliance with the 128 Encryption requirements

[ ] Is *not* in compliance with the 128 Encryption requirements and will achieve compliance by _____

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Theresa Johnson	Community Services Direct
Vendor Printed Name	Title
Vendor Signature	Date
Title III C1 - Elderly Nutrition Site Management	**26-0121**
Program Name	Contract Number

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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 15th
- **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
    - HICAP Financial Closeout Report for federal and State funds from April 1-March 31 due by April 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

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APPENDIX E

REQUIRED REPORTS AND DUE DATES

Program Reports

Monthly Service Unit Report *(Form 186M)*

Due 7th working day of month:

- **Title III D Health Promotion – Evidence-Based**
- **Title III E Family Caregiver Support Program**
- **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

Due 17th of month:

- **Title III B Legal Assistance**

*Monthly Title III C Elderly Nutrition Program Reports

Due 7th working day of month:

- Q Monthly Service Roster with client signatures and a "1" entered for in date column for each meal served
- Daily Sign-In Sheets with initials entered by client for each meal
- Associated Client Intake Forms (originals; must be completed each new fiscal year)
- 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 VII (b) Elder Abuse Prevention** Quarterly Activity Report *(CDA 1037)*

- ***Due 17th of month following reporting period:***
- **Title III B California Legal Services** Quarterly Client and Case Data Export Excel Files

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.

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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 75.205 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;

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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:

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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).

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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.

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.

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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

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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

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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.

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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
Fax Number for All Contacts: (559) 243-5918

Jamie Sharma – Ext. 500
Executive Director
Email: jsharma@fmaaa.org

Paul Bustamante – Ext. 501
Director of Finance
Email: pbustamante@fmaaa.org

Hillaree Bennett – Ext. 102
Program Director
Email: hbennett@fmaaa.org

Miles Robinson – Ext. 401
Administrative Manager
Email: mrobinson@fmaaa.org

Amanda Lucas – Ext. 503
Finance Manager
Email: alucas@fmaaa.org

Sarah Santoyo – Ext. 201
Nutrition Program Manager
Email: ssantoyo@fmaaa.org

Sarah Carl – Ext. 502
Clinical Manager
Email: scarl@fmaaa.org

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APPENDIX I

FRESNO-MADERA AREA AGENCY ON AGING
EMERGENCY CONTACT INFORMATION

Information and Assistance:	(559) 214-0299 (800) 510-2020

Executive Director, Emergency Coordinator, and Public Relations Officer	Jamie Sharma
Office Address:	2520 W. Shaw Lane #101A Fresno, CA 93711
Mailing Address:	2037 W. Bullard Ave. #512 Fresno, CA 93711
Office Phone:	(559) 214-0299 Ext. 500

Program Director, Alternate Emergency Coordinator	Hillaree Bennett
Office Address:	2520 W. Shaw Lane #101A Fresno, CA 93711
Mailing Address:	2037 W. Bullard Ave. #512 Fresno, CA 93711
Office Phone:	(559) 319-0863

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APPENDIX J

COMMUNITY FOCAL POINTS LIST

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

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

Planning and Service Area 14 - Designated Community Focal Points		
Fresno County		
Fresno-Madera Area Agency on Aging	2520 W. Shaw Ln. #101A	Fresno, CA 93711
Clovis Senior Center	753 3RD St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5th St.	Huron, CA 93234
Inspiration Park	5770 W Gettysburg Ave	Fresno, CA 93722
Kerman Senior Center	720 S. 8th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Orange Cove Senior Center	699 6th St.	Orange Cove, CA 93646
Oasis Adult Day Program	5363 N. Fresno St.	Fresno, CA 93710
Parlier Senior Center	690 S Newmark Ave	Parlier, CA 93648
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Selma Senior Center	2301 Selma St	Selma, CA 93662
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644
Coarsegold Community Center	35610 CA-41	Coarsegold, CA 93614
North Fork Scout Center	33507 Rd. 230	North Fork, CA 93643

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** | **Date**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

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

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

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

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

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

Line 2

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

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

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

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

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2—The United States or any of its agencies or instrumentalities.

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

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

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

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

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Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

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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 OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC). Comply with all provisions in CCR 7630-7638.13 Elderly Nutrition Program found here: https://www.law.cornell.edu/regulations/california/title-22/division-1.8/chapter-4/article-5

B. **Title III C1 Congregate Nutrition Services** nutrition services provided to older individuals in an in-person or virtual congregate setting. Services include meals, nutrition education, 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 (DGA). 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** nutrition services provided to frail, homebound, or isolated older individuals via home delivery or picked-up and consumed at their place of residence or otherwise outside of in-person or virtual congregating. Services include meals, nutrition education, and nutrition risk screening.
Each meal shall provide one-third (1/3) of the 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 sixty (60) years of age

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or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. . [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

a. Individuals eligible to receive a meal at a congregate nutrition site are:
   i. Any older individual
   ii. The spouse of any older individual
   iii. A person with a disability, under age sixty (60) who resides in house facilities occupied primarily by older individuals as which congregate nutrition services are provided.
   iv. A disabled individual who resides at home with an accompanies an older individual who participates in the program.
   v. A volunteer under age sixty (60), if doing so will not deprive an older individual age sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

b. Individuals eligible to receive a home-delivered meal are individuals who are:
   i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].
   ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
   iii. An individual with 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.

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

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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 ilities, found in Section 113700 et seq., California Health and Safety Code.

G. **Urban**, all territory, population, and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of a large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 for urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

H. **Rural:** All territory, population ad housing units not classified as urban. The rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

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 a condition attributable to mental or physical impairment, or a combination of mental and physical impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity: (1) Self-Care, (2) Receptive and expressive language, (3) Learning, (4) Mobility, (5) Self-Direction, (6) Capacity for independent living, (7) Economic self-sufficiency (8) Cognitive functioning (9) Emotional Adjustment. Title 22 CCR 7630

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

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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. <u>Site Management Responsibilities</u>

   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;

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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 and paid staff, 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;

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o. Not preclude the service of a congregate meal to a participant who has failed to make a reservation, when food is available;

p. There shall be, at a minimum, a manger, and a paid staff 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 CURFFL;

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.

v. Ensure that an eligible individual who receives a meal is given the opportunity to voluntarily contribute to the cost of the meal.

w. Post-signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals near the contribution container at each congregate meal site. The guest fee shall cover all meal costs.

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

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verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.

5. Ensure that recognition on menus, brochures, letters and other forms of promotion state that the Elderly Nutrition Program is supported through funds of the Fresno-Madera Area Agency on Aging.

III. 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 and Friday after Thanksgiving
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

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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 a single budget for the entire 12-month funding period.** (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 work.
- 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.

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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 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. Program income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging for Title III B Supportive Services, Title III B (Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition programs are determined as follows: 10 percent of the sum of the grant award plus the minimum matching contributions. This can be quickly computed by dividing the grant amount by nine (9).

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 as a direct cost, 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.

Personnel Costs- Annual full-time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must

[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.

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be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:

i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

   1. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

   2. Be incorporated into the official records of the non-federal entity;

   3. Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;

   4. Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocations bases; or an unallowable activity and a direct or indirect cost activity.

   5. Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.

ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal award must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

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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 *Staffing* on page 4 of Exhibit E, *Program Narrative*. 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 Driver-*Route 1; Driver-Route 2*, 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, *Total Payroll Taxes* and *Total Benefits*).
D	% of Time on Program	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). *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.*

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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. Must be reported and expended under the same terms and conditions as the program funds from which it is generated.
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).

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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 *Description of Work Performed* 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).

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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.

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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	DO NOT USE	DO NOT USE - FOR FUTURE USE ONLY
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. Facilities, operating expenses, and other ordinary and necessary costs specified for each funding source.
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.

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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, *Deferred Program Income*).
4.a - 4.d	Matching Funds - Cash and In-Kind (List Source)	See page 2 of instructions, *Matching Funds* and *In-Kind*. 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, *Non-Matching Funds*).
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.

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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.

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EXHIBIT C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM:	Elderly Nutrition Program Site Management
SERVICE PROVIDER:	**City of Kerman**
CONTRACT NUMBER:	**26-0121**
SITE:	**Kerman Senior Center**
CONTRACT EFFECTIVE:	Date of FMAAA Executive Director Signature on Page 2 to June 30, 2026

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.

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EXHIBIT D

PROGRAM COST EFFICIENCY

Not Applicable –

Elderly Nutrition Program
Site Management

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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)			
[X]	City Government	[ ]	Non-Profit 501(c)(3)
[ ]	County Government	[ ]	For-Profit
[ ]	Joint Powers Authority (JPA)	[ ]	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	52

2. SERVICE AREA

Where will the contracted program be provided?

Street Address	City	Zip Code
720 S. 8th Street	Kerman	93630

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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:_____			

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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 topics such as health and wellness, as well as Senior Center activities. The Kerm

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 assist with interpretation. Additionally, those who are not bilingual are encouraged to have a family member or friend accompany them to help 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 discussions, and telephone conversations. Intake forms are completed by City staff.

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?
Confidential records are stored in locked file cabinets to ensure the security of confidential information. Staff are professional and discreet when handling confidential matters.

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EXHIBIT E
PROGRAM NARRATIVE

Contracted Program:	Title III C Nutrition Site Management

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 Ill 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 delicious meals, as well as educational initiatives aimed at helping seniors make informed dietary choices for their health.

What was the primary accomplishment achieved by the contracted program in the most recent year services were provided?
Through the diversity of programming offered at the Senior Center, including computer classes, sewing classes, and health and wellness presentations. The Senior Center has experienced an increase in daily attendance. We have new seniors who live independently coming regularly to participate in our programs.

Please describe another accomplishment achieved by the contracted program in the most recent year services were provided.
In 2024, staff successfully secured grant funding to offer a Walk with Ease class. Class participation averaged between 10 and 15 per class. Participants will often sign up to participate in the lunch program on 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.
Valerie is a senior in our community whose immediate family has moved out of town. Although Valerie stayed connected to her family, she spent the majority of her days inside her house feeling unproductive and Isolated. One of our Senior Advisory Board Members (a distant relative of Valerie) had suggested that she begin attending the Kerman Senior Center Nutrition Program. In this place, she could enjoy a meal and possibly meet some new friends. Valerie visited the center a couple of times and immediately felt welcome and appreciated. During lunch, she was invited to join a table filled with other ladies, and began culti

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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
Theresa Johnson	Community Services Director
Arlene Villarreal	Administrative Assistant
Jeanna Burdine-Slaven	Senior Services Coordinator
Shannon Barrett	Recreation Coordinator
Anthony Garcia	Maintenance Worker I
Josefina Alvarez	Finance Director
Jackie Lopez	Payroll Specialist

***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	Community Services Direct
Name	*Title*

559-550-0956	tjohnson@cityofkerman.org
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.

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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	4:30 pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2025	7/3, 7/4	21
August 2025		21
September 2025	9/2	20
October 2025	10/31	22
November 2025	11/10,11/11,11/14,11/27,11/28	15
December 2025	12/12,12/24,12/25,12/31	20
January 2026	1/1, 1/19	20
February 2026	2/16	19
March 2026	3/17, 3/27	21
April 2026	4/3	21
May 2026	5/5,5/22,5/25	20
June 2026		22
Total Days of Contracted Service to be Provided under this Agreement:		242

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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 giveaways. 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 lead fuller, healthier, and more independent lives. Our program will benefit from the partnership with 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. Plan field trips to other Senior Centers to expose staff and participants to new ideas.

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 continue to establish goals and objectives for new programming and evaluate the ongoing nutrition program. Successes and areas for improvement will be reviewed quarterly by Senior Center staff and the Community Services Director.

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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 the Congregate Meal Program is provided to older adults through flyers and monthly lunch menus. The Kerman Senior Center Newsletter is distributed throughout the year at various community events. Program information articles are periodically published in the Kerman News, informing residents about the Nutrition Program. Advertisements for activities and the Nutrition program are posted on the Kerman Senior Center Facebook Page and the City of Kerman
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 the Congregate Meal Program is provided to older adults who reside at the two senior living communities in Kerman. The Kerman Senior Center Newsletter is also distributed throughout the year to senior living communities. Articles highlighting the nutrition program and services offered at the Senior Center are placed in the Kerman Newspaper. Advertisements for activities and Nutrition
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 Newsletter is written in 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 Newsletter, nutrition program information, and monthly menus are available in both English and Spanish, and can be translated into any 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

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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 Newsletter, nutrition program information, and monthly menus are available in both English and Spanish, and can be translated into any requested language. Bilingual staff and volunteers are available to help with any communication difficulties. Seniors with limited English proficiency are also encouraged
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 use of local public transportation, provided through MV Transportation, a handicap-accessible transit bus, free to seniors and people with disabilities, to encourage seniors, especially those with severe disabilities or mental/physical impairments, to participate in the Nutrition Program. MV Transportation
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-accessible transit bus, free to seniors and disabled people, to encourage seniors and especially older adults with severe disabilities and or mental/physical impairment to participate in the Nutrition Program. MV Transportation services are available to citizens
How does your organization reach older adults with **Alzheimer's disease or related disorders** with neurological & organic brain disfunction, and the caregivers of these individuals, to inform them of the contracted program and welcome these older adults to participate?
Information on the Congregate Meal Program is provided to older adults through nutrition flyers and monthly menus. The Kerman Senior Center Newsletter is also handed out throughout the year at specialty events that focus on health and wellness. Program information articles are periodically published in the Kerman News, informing residents about the Nutrition Program.

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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:		**Theresa Johnson**	
Job Title	Cell Phone	Office Phone	Email Address
Community Services Director	**559-681-2750**	**559-550-0956**	**tjohnson@cityofkerman.org**

Name of Secondary Contact:			
Job Title	Cell Phone	Office Phone	Email Address

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

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

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:
NA

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DocuSign Document Upload Page

Directions: Please click on the paperclip button in the left-hand column to upload the designated item from the right-hand column. If an item is not applicable please upload a document with the title of the requested document followed by a dash and the words "Not Applicable". **Example:** *IRS Determination Letter – Not Applicable.*

	Appendix K – W-9
	Exhibit B - Budget
	List of all **proposed subcontractors** for this Agreement (if any), and, following review of Agency on Aging contract, copy of proposed contract template to be used for subcontractors.
	Certificate(s) of Insurance: ***Please review Article XV of Agreement prior to arranging for certificate*** to ensure all contractual requirements for insurance certificate are met and **specific contract language** included on certificate. This includes the General Liability Certificate of Insurance and the Workers Compensation Certificate of Insurance documents.
	Copy of **IRS Determination Letter** of Tax-Exempt Status if a non-governmental organization.
	Organizational chart, including names and position titles for contracted program.
	Job Description and Resume of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.
	List of Governing Board members
	List of Advisory Council or Advisory Committee members (if applicable)
	Current documents (i.e. flyers, brochures) used to promote the **contracted program**

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Kerman

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Municipality

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
850 S Madera Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Kerman, CA 93630

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
9 4 – 6 0 0 0 3 5 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Josefina Alvarez Date ▶ 11/19/24

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

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Central San Joaquin Valley Risk Management Authority

1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 86852306

Certificate Holder: Fresno-Madera Area Agency on Aging

2037 West Bullard Avenue, #512
Fresno, CA 93711

Covered Party: City of Kerman

Description of Covered Activity: As respects the Contract No. 26-0121 between the City of Kerman and Fresno-Madera Area Agency on Aging regarding the Elderly Nutrition Program; The Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants are additional covered parties with regards to any negligent acts or omissions of the City of Kerman, its officers, officials, employees, and volunteers as it relates to the agreement.

Memorandum of Coverage Number: CSJVRMA 2025-GL **Effective Date:** 7/1/2025 **Expiration Date:** 7/1/2026

Limits: $1,000,000 (per occurrence)

The Following Coverage is in effect: General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the CSJVRMA, which is available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 8/26/2025

Renewal: No **Excess Certificate Issued:** No

Authorized Representative Signature: Tracy Berry

This certificate cancels and supersedes ALL previously issued certificates.

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Central San Joaquin Valley Risk Management Authority

1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100

Workers' Compensation Certificate of Coverage

Evidence of Coverage

Certificate Number: 86852335

Certificate Holder: Fresno-Madera Area Agency on Aging

2037 West Bullard Avenue, #512
Fresno, CA 93711

Covered Party: City of Kerman

Description of Covered Activity: As respects evidence of workers' compensation coverage for the City of Kerman regarding Contract No. 26-0121 for the Elderly Nutrition Program.

Memorandum of Coverage Number: CSJVRMA 2025 - WC **Effective Date:** 7/1/2025 **Expiration Date:** 7/1/2026

Limits: $500,000 (per occurrence)

The Following Coverage is in effect: Workers' Compensation coverage as defined in the Memorandum of Coverage on file with the covered party named above.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the CSJVRMA, which is available for your review upon request.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the Workers' Compensation Memorandum of Coverage.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 8/26/2025

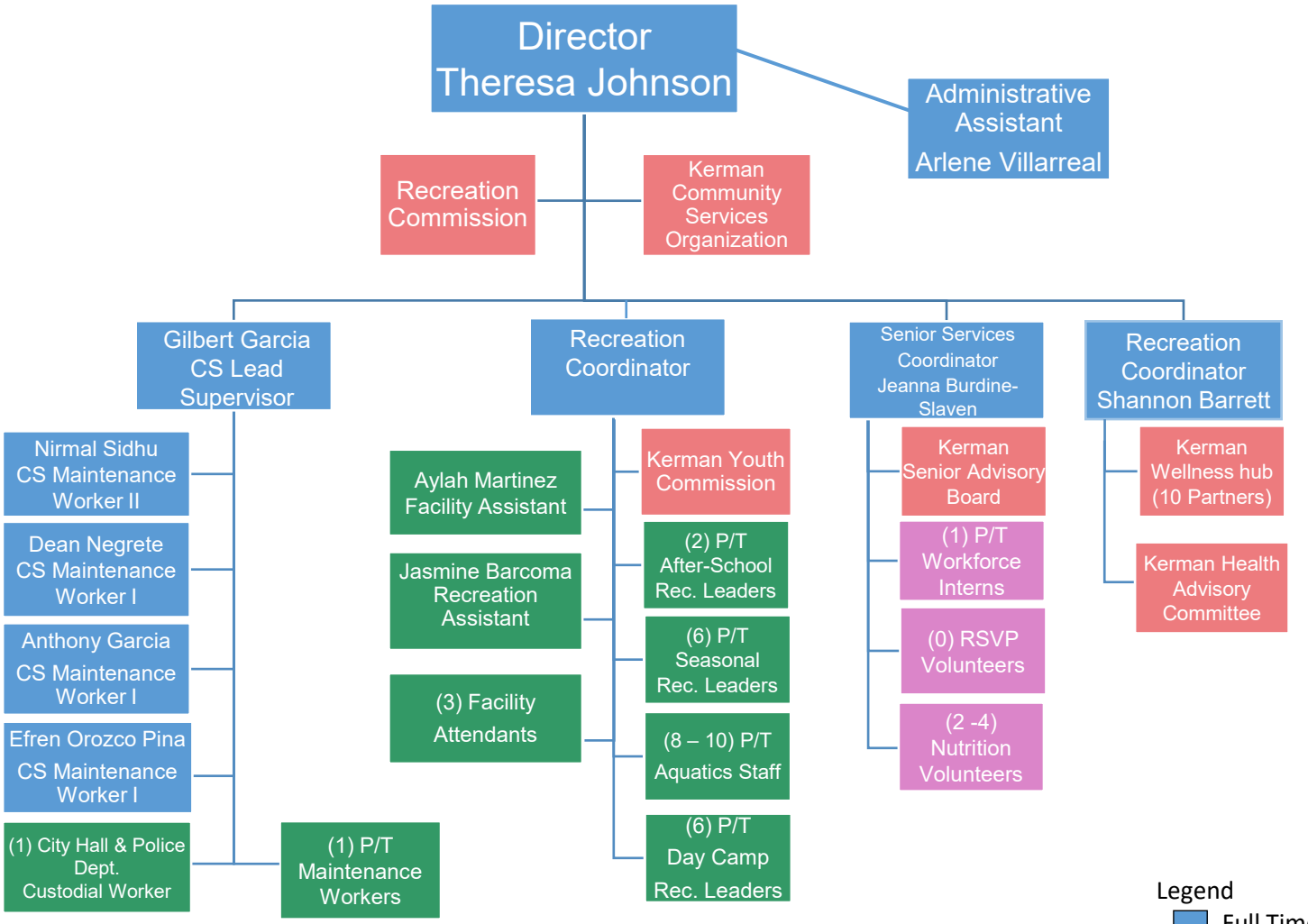
Renewal: No **Excess Certificate Issued:** No

Authorized Representative Signature: Tracy Berry

This certificate cancels and supersedes ALL previously issued certificates.

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City of Kerman
Parks, Recreation & Community Services
Organizational Chart



Updated 06/2025

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JOB DESCRIPTION

Date: January 13, 2020

Title	**Recreation & Community Services Supervisor**
Reports To	**Community Services Director**
Bargaining Unit	**Kerman Miscellaneous Employees Association (KMEA)**

Definition

Under general supervision of the Director, plans and manages the development, operation and evaluation of the City's recreation and community services, social services programs, parks, events, operation and maintenance of community center; supervises, trains, advises, and evaluates full and/or part-time recreation staff; prepares and monitors budget accounts relative to programs and makes recommendations; interfaces with other City departments and outside agencies; assists in the development of department policies, procedures, goals and objectives.

Distinguishing Characteristics

The Recreation Supervisor is responsible for planning and supervising major recreational programs and Community Services for the Parks and Recreation Department. This class differs from a Recreation Coordinator due the level of experience required, complexity of work performed, and level of supervisory responsibilities over staff. Performance of the work requires the use of considerable independence, initiative and discretion within established guidelines.

Examples of Duties

- Makes inspection tours of Recreation and Community Services programs/activities and facilities and makes recommendations of improvement.
- Responds to difficult citizen and department inquiries and complaints.
- Develops, plans, supervises, implements, and evaluates two or more recreation programs, activities, and/or systems at multiple sites; establishes schedules and methods for providing community and recreation services.
- Assigns, reviews, counsels employees, and effectively recommends initial disciplinary action; assists in selection and promotion the work of staff in two or more recreation and community facilities, programs, services and activities, including aquatics, youth and adult sports, contract activities, community events, youth programs, recreation center, and park facilities. Supervision over assigned program full, part-time, seasonal and volunteer personnel; may include indirect supervision of coordinators, maintenance personnel and/or lower level recreation and office personnel on a project basis.
- Implements goals, objectives, policies, and priorities for assigned services and programs; identifies resource needs; researches, recommends, and implements policies and procedures, including standard operating procedures for assigned facilities.
- Determines and recommends equipment, materials, and staffing needs for assigned facilities, projects and programs; participates in annual budget preparation; prepares detailed cost estimates with appropriate justifications, as required.
- Provides administrative support to the Community Services Director, such as conducting research, performing special projects, developing reports, compiling statistics, grant writing and assisting in the administration of contracts and agreements.
- Supervises and oversees the effectiveness of program operations, activities, facilities maintenance, and community events and recommends improvements or modifications.
- Receives and responds to public inquiries about program offerings; assists the public in program registration; evaluates community recreation, social services, and cultural and athletic

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	needs and interests; prepares community surveys, recommends new programs or improvements to meet community needs. • Develops, maintains and reviews staff, financial, and statistical reports related to grants, program participation and analysis, expenditures and revenues. Provides to external agencies as required. • Coordinates and collaborates with other departments, agencies and organizations in program and event planning and implementation as appropriate, represents the department in various City and community meetings as required. • Participates in ensuring compliance with relevant health, safety, and licensing laws and guidelines; maintains and updates all records required by Federal, State and local regulatory agencies. • Supervises the preparation of and executes program publicity brochures, press releases, flyers, forms and electronic and social media. • Serve in the capacity of Coordinator when needed and performs other duties as assigned.

Qualifications

Knowledge Of	• Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures. • Principles and practices of recreation and community service program development and administration, including program implementation, review and evaluation, budgeting and purchasing, record-keeping, report preparation, grant writing, contract administration and evaluation • Principles, practices, and service delivery needs related to facility rentals, classes and community events. • Procedures for planning, implementing, and maintaining a variety of education, recreation and leisure activities and programs through community participation. • Methods and techniques of developing safe work and play practices. • Applicable Federal, State and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility. • Principles and practices of public relations and the use of multiple methods to communicate program information, including social media. • Techniques for effectively dealing with individuals of various ages, various socio-economic and ethnic groups, and effectively representing the City in contacts with the public while providing a high level of customer service and identifying recreational, cultural, age-specific, and social needs of the community.
Ability To	• Develop and implement departmental and program goals, objectives, practices, policies, procedures and work standards. • Supervise, train, plan, organize, schedule, assign, review, and evaluate the work of staff, contractors and volunteers. • Interpret, apply, explain, and ensure compliance with applicable Federal, State and local policies, procedures, laws and regulations and department policies and procedures. • Identify problems, research and analyze relevant information, and develop and present recommendations and justification for solutions. • Develop, plan, coordinate, and implement a variety of recreational, social services, and park and athletic programs and facilities suited to the needs of the community. • Prepare and monitor program budgets, • Prepare staff reports, correspondence and other written materials. • Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines.

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	• Effectively communicate both verbally and in writing. Use tact, initiative, prudence, and independent judgment within general policy, procedural and legal guidelines. • Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
Education	A Bachelor's degree from an accredited college or university with major course work in recreation administration or a related field.
Experience	Four (4) years of increasingly responsible recreation administration or program experience, two (2) of which should be in a supervisory capacity.

Special Qualifications

Driver's License	Possession of a valid California Class C Driver License is required.
Certifications	First aid and CRP
Physical Demands	Regularly operate a motor vehicle; lift objects weighing between 35-50 pounds; possess hand and finger dexterity for operation of equipment.
Probationary Period	Six (6) months

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THERESA M. JOHNSON, CPRP

856 S. First Street ▪ Kerman, CA 93630 ▪ (559) 283-5346 ▪ tmjohnson2263@yahoo.com

MUNICIPAL RECREATION PROFESSIONAL

- **Extensive background in municipal recreation affairs**, including experience in planning, organizing and evaluating programs for the community, employee recruitment and retention, supervising, assinging and evaluating work of subordinates, administer and monitor program budget, develop marketing and publicty materials and develop and monitor facility use allocation schedules.
- **Demonstrated success in working with user groups**, administer and monitor joint use agreements with school districts, community swim teams, youth sports leagues and community organizations.

RECREATION SKILLS

Program Planning	Staff Recruitment & Retention	Administer Program Budget
Special Event Planning	Communication & Organization	Customer Service
Grant Writing	Prepare Marketing & Publicity Materials	Monitor Facility Sheduling

PROFESSIONAL EXPERIENCE

City of Kerman Parks, Recreation and Community Services Department
Community Services Director 4/2022 to Present **Interim Community Services Director** 1/2022 to 4/2022

- Plan, direct and supervise and coordinate the work and programs in the Parks, Recreation and Community Services department
- Prepare and submit reports and recommendations to the City Manager and City Council regarding department activities
- Prepare, recommend and administer the Department budget
- Prepare, plan and administer grant applications for grants and State and Federal programs
- Administer joint-use and funding agreements and contracts with other agencies
- Supervise and prepare agendas for the Parks and Recreation Commission, Kerman Community Services Commission and Arm Forces Banner committee and serve as staff facilitator as needed
- Make hiring recommendations, train, supervise, discipline and evaluate support staff
- Identify and manage available resources for acquisition, maintenance, improvement and repair of City and parks/recreation facilities

Recreation Supervisor, reclassified in 1/2020 to 1/2022 **Recreation Coordinator,** 10/2013 to 1/2020

- Plan, supervise and evaluate major recreation and enrichment programs in the Youth Services, Planned Recreation and Aquatics divisions
- Plan, supervise and evaluate community wide special events
- Prepare written reports, press releases and public relations materials for programs and events
- Update department web pages, maintain department social media pages
- Develop the Department's annual brochure
- Assists in preparation, monitoring and administration of department and program budgets
- Administer program registrations and facility reservations utilizing CivicRec software
- Audit facility rental contracts for signed policies and procedures, liability insurance, additional permits and payment in full by contracted date
- Administer special event insurance program, process monthly reports and policy payments
- Prepare and audit monthly EFT disbursements from Civic Rec
- Pursue grants and sponsorships for programs and events
- Supervise and schedule part-time seasonal and year-round program and facility staff

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THERESA M. JOHNSON, CPRP
856 S. First Street ▪ Kerman, CA 93630 ▪ (559) 283-5346 ▪ tmjohnson2263@yahoo.com

- Select, supervise, train and evaluate part-time personnel and volunteers
- Instruct mandatory CPR and First Aide training for department staff
- Maintain positive working relationships with other department city staff, youth sports leagues, members of the public, community groups and school district personnel

City of San Gabriel Parks and Recreation Department
Recreation Coordinator, 1/10 to 10/13

- Plan, organize and supervise recreation programs in the Senior Services and Aquatics divisions
- Administer the reservation system and scheduling of the public pool
- Prepare program marketing and publicity materials, update program web pages
- Assist in the monitoring of program budgets
- Assist with community wide special events
- Assist with administrative tasks such as answering phones and front counter coverage
- Input program registrations utilizing RecWare and RecPro software
- Supervise part-time seasonal and year-round staff
- Conduct pre-employment interviews, review and complete new employee paperwork, and conduct new employee orientation with part-time aquatics staff
- Instruct mandatory CPR and First Aide training for department staff

City of Selma
Recreation Supervisor, 11/04 to 11/09

- Plan, organize and supervise recreation programs in the Arts, Senior Services, Volunteer Services, Youth and Adult Sports, Youth Services, and Aquatics divisions
- Administer annual department budget
- Research and prepare grant applications
- Prepare department marketing and publicity materials
- Update and maintain department web-pages
- Plan and implement community wide special events and the volunteer program
- Administer the scheduling of park and ball field usage
- Work with outside sport groups to coordinate field usage
- Supervise full-time Senior Coordinator and part-time seasonal aquatic staff
- Instruct mandatory CPR and First Aide training for department staff
- Conduct pre-employment interviews, review and complete new employee paperwork, and new employee orientation with part-time staff

City of Kingsburg
Community Services Coordinator, 6/01 to 11/04

- Plan, organize and coordinate recreation programs for the community
- Administer and monitor annual department budget
- Research and prepare funding applications from community organizations, federal and state grant programs
- Prepare department marketing and publicity materials
- Work with Community Services Commission to provide and develop recreation and leisure programs
- Administer park reservation system and operation of the public pool
- Supervise full-time Senior Coordinator and part-time recreation and aquatic staff
- Instruct mandatory CPR and First Aide training for administrative staff

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THERESA M. JOHNSON, CPRP

856 S. First Street ▪ Kerman, CA 93630 ▪ (559) 283-5346 ▪ tmjohnson2263@yahoo.com

- Conduct pre-employment interviews, review and complete new employee paperwork, and new employee orientation with part-time staff

EDUCATION & CERTIFICATIONS

California State University, Fresno - Fresno, CA
Bachelor of Science (BS) in Recreation Administration, 2001
Emphasis: Leisure Services Management
Certificates: Serving At-Risk Youth
Special Event Planning

Certified to Roll Fingerprints
Certified Instructor in C.P.R., First Aide and A.E.D

Certified Park and Recreation Professional 2019-2022, 2022-2024, 2024-2026

OF NOTE

Professional Development:
Certificate of Completion of CPRS Administrators Section Director's Academy, 2022
Certificate of Completion in Fundamentals of Project Management from Craig School of Business at CSU Fresno, 2019
Completed California Joint Powers Insurance Authority (CJPIA) Parks and Recreation Academy, 2012
Completed National Alliance for Youth Sports (NAYS) Youth Sports Administrator course, 2009

Affiliations:
California Park & Recreation Society (CPRS) member since July of 2000

- State Board Region 3 Representative 2020-2022
- 2018-19 District 7 President
- 2017-18 District 7 Vice President
- 2017 Summer Leaders Workshop Committee Member
- 2014-2016 District 7 Member at Large
- 2013-2014 District 13 Vice President
- 2012-2013 District 13 Communications Officer
- 2011-2012 District 13 Member At Large
- 2009-2010 District 7 Secretary/Treasurer
- 2008-09 District 7 Secretary/Treasurer
- 2006 Supervisors Section Ways and Means Chairperson
- 2006 Central Valley Workshop Committee Member
- 2004-07 District 7 Newsletter Editor
- 2004 Summer Leaders Workshop Committee Member
- 2002-04 District 7 Member at Large

Kerman Municipal Employees Association
President 2019-2021
President 2018-2019
Secretary 2016-2018

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THERESA M. JOHNSON, CPRP

856 S. First Street ▪ Kerman, CA 93630 ▪ (559) 283-5346 ▪ tmjohnson2263@yahoo.com

Soroptimist International of Kerman member since February 2023
Treasurer 2023-2024, 2024-2025

Awards:

City of Kerman – Certificate of Recognition for Outstanding Customer Service
City of Kerman – Certificate of Appreciation for 10 years of service
Department of Recreation Administration, California State University, Fresno - Outstanding Alumni 2017
City of San Gabriel – Overall Work Performance 2011
City of Selma – Outstanding Full-Time Employee 2007-2008

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City Council

City of Kerman
850 South Madera Avenue
Kerman, CA 93630
(559) 550-1414

MEETING DATES AND TIMES:

LOCATION: 805 South Madera Ave. Kerman, CA 93630

COUNCIL MEMBERS: The Second and Fourth Wednesday of each month at 6:00pm

Mayor: Maria Pacheco

Mayor Pro Tem, District 1: Gary Yep

Council Member, District 2: Berdie Hall

Council Member, District 3: Ismael Herrera

Council Member, District 4: Raj Dhaliwal

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Kerman Senior Advisory Board

Beginning Term: January 2025-December 2026

CHAIRPERSON: Fela Flores

VICE CHAIRPERSON: Mercedes Martinez

OFFICER: Jose Candelaria

OFFICER: Joyce Felix

OFFICER: Lois Nelsen

OFFICER: Francis Patlan

OFFICER: Louise Pedersen

OFFICER: Sal Ruiz

OFFICER: Sam Warmington

Senior Advisory Board Meeting

First Friday of Each Month at 12 pm at the Kerman Senior Center

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Adult Programs
Kerman Wellness Hub
Aquatic Programs
Senior Programs
Youth Programs
Youth Sports

Home › Departments › Parks, Recreation & Community Services › Programs & Sports › Senior Programs

SENIOR PROGRAMS

The Kerman Senior Center provides activities, events and services such as hot meals, healthy living information, bingo, billiards, senior trips, and classes.

Online Registration

To keep up to date with programs, activities, events, and trips, call 559-846-9329 to be placed on the text-message reminder list

- ACTIVITES
- ANNUAL EVENTS
- MID-VALLEY SPRING & FALL CLEAN UP
- MONTHLY NEWSLETTER
- SENIOR ADVISORY BOARD
- SENIOR NUTRITION
- SENIOR COMPANION
- SENIOR TRIPS
- RETIRED SENIOR VOLUNTEER PROGRAM

Contact Us

Senior Programs

Physical Address

View Map
720 S 8th Street
Kerman, CA 93630

Directions

Phone: 559-846-9329

Hours

Monday through Friday
8 am to 5 pm

Directory

Jeanna Burdine-Slaven
Senior Services Coordinator
Email Jeanna Burdine-Slaven



Kerman Senior Center

1.3K followers • 90 following

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Intro

The Kerman Senior Center provides persons 55 years of age and older with the opportunities and servi

Page · Social Service

720 S 8th St, Kerman, CA, United States, California

+1 559-550-0993

jburdine@cityofkerman.org

cityofkerman.net

Not yet rated (4 Reviews)



Collection

Photos

See all photos


















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Featured

Kerman Senior Center
August 8 at 2:59 PM

CALLING ALL SENIORS, WE NEED YOU!!! Join your Senior Advisory Board on Monday (8/11) at 12pm at the Kerman...



Kerman Senior Center
August 1

August Newsletter

Boletín de Agosto





Posts

Filters

Kerman Senior Center
Favorites · August 21 at 2:54 PM ·

BINGOCIZE TIME CHANGE REMINDER:... See more



Kerman Senior Center
Social Service

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3 1 share

Like Comment Share

Comment as City of Kerman Parks and Rec

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KERMAN Senior Center

NEWSLETTER

cityofkerman.net/205/SeniorPrograms



September

UPCOMING EVENTS:



Celebrate With Us, and Join the Potluck!

Labor Day Potluck Sept 2nd, 11am

Tuesday, September 2nd the Senior Center will be holding a Labor Day Potluck and Raffle, beginning at 11am. Seniors are encouraged to bring a potluck item, and are welcome to bring guests (Non-Seniors attending are required to bring at least one potluck-item per/person please).

Maximize your Medicare with HICAP!

Helpful Medicare Series from HICAP - Thursdays, Sept 18th through Oct 9th, 12-2pm

New 4-Part Individual series from HICAP on Medicare! Each session covers a focused topic for a more meaningful and personalized learning experience. Open to Seniors, Medicare beneficiaries and Medicare pre-enrollees, family members, caregivers, and anyone that works with Medicare beneficiaries to expand their knowledge on Medicare and the resources available.
Session 1, September 18th: Medicare Savings Programs & Extra Help
Session 2, September 25th: Original Medicare Vs. Medicare Advantage
Session 3, October 2nd: Enrollment Periods
Session 4, October 9th: Fraud Prevention.
To Register for this FREE program call 559-550-0993 or register Online at cityofkerman.net under "Recreation Activities" Senior Programs

HICAP Health Insurance Counseling and Advocacy Program
Free Service to Medicare Beneficiaries



Fun Fall Yard Sale Fundraiser!

Fall Yard Sale Fundraiser! Saturday September 20th 8am-1pm

Consider donating your unwanted household items to the Kerman Senior Center Fall Yard Sale! Yard Sale will be held on September 20th 8am to 1pm. Item drop-off-days will be Monday-Friday the week of the sale. Items must be in good condition. Call 559-550-0993 for Volunteer Information or questions regarding the Fall Yard Sale.

Let's Win Big at Table Mountain!

Table Mountain Casino Senior Trip, Wed. Sept 24th 8:30am - 3:30pm

On Wednesday September 24th, come abord the MV Transit Bus and join us on a trip to Table Mountain Casino! We leave the Kerman Senior Center at 8:30am and returns approximately at 3:30pm. Cost is $7, and participants must be 21yrs+. Registration is required; register online at cityofkerman.net under "Recreation Activities" or in person at the Kerman Senior Center. Call 559-550-0993 for more information





Improve your Art Skills, Get Creative!

Art Classes September 26th & October 4th 9am-11am

Local Kerman Artist, Maribel Moreno, will be leading two community Art Classes at the Kerman Senior Center on September 26th and October 4th, from 9am to 11am. This class is open to all ages (under 11 must be accompanied by an adult) Register for classes online at www.cityofkerman.net under "Recreation Activities"

WEEKLY PROGRAMS

BIILLARDS - Weekdays, 8am-5pm

BINGO - Tuesday & Thursday, 8:30am-11am

BINGOCIZE - Monday & Wednesday, 9am-10am, July 14-September 15

CHESS CLASS - BEGINNER CLASS Fridays 3-4pm, INTERMEDIATE CLASS Tuesdays 4-5pm. $35

EMBROIDERY CLASS - 1st Tuesday of Each Month, 1-5pm

Fun & Fit EXERCISE - Monday & Friday, 11:45am-12:15pm

KERMAN CROCHET STUDIO - 2nd & 4th Thursday of Each Month, 4:30pm-6:30pm

KERMAN STITCHERS SEWING CLUB - 2nd & 4th Wed of Each Month, 1pm-5pm (1st Wed. is Open Sewing)

MOBILE HEAL- FREE MOBILE HEALTH CLINIC - Last Thursday of Each Month, 9am-12pm

TAI CHI - Tuesday & Thursday, Sept. 16-Nov. 6, 10-11am, at Kearney Palms Senior Apartments

NUTRITON PROGRAM
Monday - Friday 11am. For Reservations call 24hrs in advance 559-550-0993

WALK WITH EASE - Sept. 22 - Oct. 31, Mon/Wed/Frid 9:30-10:30am, at Kearney Palms Senior Apartments

CONTACT US

JEANNA BURDINE-SLAVEN
jburdine@cityofkerman.org
KERMAN SENIOR CENTER
559-550-0993

TRANSPORTATION

MV Transit
Weekday Curbside Bus Rides
Handicap Accessible
1-855-612-5184

STAY CONNECTED!

Facebook.com/KermanSeniorCenter

Call 559-550-0993 to be place the Free Text-Message Remi List!

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KERMAN

Centro para Personas Mayores
BOLETIN INFORMATIVO



Septiembre

EVENTOS PRÓXIMOS:

¡Celebra con nosotros y únete a la comida compartida!

Comida compartida del Día del Trabajo el 2 de septiembre a las 11 a.m.

El martes 2 de septiembre, el Centro para Personas Mayores llevará a cabo un almuerzo compartido y una rifa por el Día del Trabajo, comenzando a las 11 a.m. Se anima a los adultos mayores a traer un platillo para compartir y son bienvenidos a traer invitados (los no mayores que asistan están obligados a traer al menos un platillo para compartir por persona, por favor).

¡Maximiza tu Medicare con HICAP!

Serie de Medicare Útil de HICAP - Jueves, del 18 de septiembre al 9 de octubre, de 12 a 2pm

¡Nueva serie individual de 4 partes de HICAP sobre Medicare! Cada sesión cubre un tema específico para una experiencia de aprendizaje más significativa y personalizada. Abierto a personas mayores, beneficiarios de Medicare y preinscritos en Medicare, miembros de la familia, cuidadores y cualquier persona que trabaje con beneficiarios de Medicare.

Sesión 1, 18 de septiembre: Programas de Ahorros de Medicare y Ayuda Extra
Sesión 2, 25 de septiembre: Medicare Original vs. Medicare Ventaja
Sesión 3, 2 de octubre: Períodos de Inscripción
Sesión 4, 9 de octubre: Prevención de Fraude.

Para inscribirse en este programa GRATUITO llame al 559-550-0993 o regístrese en línea en cityofkerman.net bajo "Actividades Recreativas" Programas para Personas Mayores.

HICAP Health Insurance Counseling and Advocacy Program
Free Service to Medicare Beneficiaries

¡Divertida venta de garaje de otoño para recaudar fondos!

¡Venta de garaje de otoño! Sábado 20 de septiembre de 8am a 1pm

¡Considere donar sus artículos no deseados del hogar a la Venta de Garaje de Otoño del Centro para Personas Mayores de Kerman! La Venta de Garaje se llevará a cabo el 20 de septiembre de 8 a.m. a 1 p.m. Los días para dejar los artículos serán de lunes a viernes la semana de la venta. Los artículos deben estar en buenas condiciones. Llame al 559-550-0993 para obtener información sobre voluntariado o preguntas sobre la Venta de Garaje de Otoño.

¡Ganemos en grande en Table Mountain!

Viaje de Seniors al Casino Table Mountain, miércoles 24 de septiembre de 8:30am a 3:30pm

El miércoles 24 de septiembre, súbete al autobús MV Transit y únete a nosotros en un viaje al Casino Table Mountain. Salimos del Centro de Adultos Mayores de Kerman a las 8:30 a.m. y regresamos aproximadamente a las 3:30 p.m. El costo es de $7, y los participantes deben tener al menos 21 años. Se requiere inscripción; regístrate en línea en cityofkerman.net bajo "Actividades Recreativas" o en persona en el Centro de Adultos Mayores de Kerman. Llama al 559-550-0993 para más información.



Mejora tus habilidades artísticas, ¡sé creativo!

Clases de arte 26 de septiembre y 4 de octubre de 9 a 11am

La artista local de Kerman, Maribel Moreno, liderará dos clases de arte comunitarias en el Centro de Personas Mayores de Kerman el 26 de septiembre y el 4 de octubre, de 9am a 11am. Esta clase está abierta a todas las edades (los menores de 11 años deben estar acompañados por un adulto). Regístrate para las clases en línea en www.cityofkerman.net bajo 'Actividades Recreativas'.

PROGRAMAS SEMANALES

BIILLARDS- Días laborables, 8am-5pm

BINGO - Martes y jueves, 8:30am-11am

BINGOCIZE - Lunes y miércoles, 9-10am, 14 de julio - 15 de septiembre

CLASE DE AJEDREZ - CLASE PARA PRINCIPIANTES los viernes de 3 a 4pm, CLASE INTERMEDIA los martes de 4 a 5pm $35

CLASE DE BORDADO - Primer martes de cada mes, 1-5pm

EJERCICIO Fun & Fit - Lunes y viernes, 11:45am-12pm

ESTUDIO de CROCHET - Segundo y cuarto jueves de cada mes, 4:30pm-6:30pm

CLUB DE COSTURA KERMAN STITCHERS - Segundo y cuarto miércoles de cada mes, 1-5pm (primer miércoles: Costura abierta)

CURACIÓN MÓVIL - CLÍNICA DE SALUD MÓVIL GRATUITA - Último jueves de cada mes, 9am-12pm

TAI CHI - Martes y jueves, del 16 de septiembre al 6 de noviembre, de 10 a 11am, en apartamentos Kearney Palms

PROGRAMA DE NUTRICIÓN
Lunes a viernes, 11am Para reservar, llame con 24 horas de anticipación al 559-550-0993

CAMINE CON GUSTO - Del 22 de septiembre al 31 de octubre, lunes, miércoles y viernes de 9:30 a 10:30 a. m., en apartamentos Kearney Palms

CONTÁCTENOS

JEANNA BURDINE-SLAVEN
jburdine@cityofkerman.org
Centro para personas mayores de Kermán 559-550-0993

TRANSPORTE

MV Transit: Viajes en autobús entre semana Accesible para discapacitados 1-855-612-5184

¡Manténgase Conectado!

Facebook.com/KermanSeniorCenter

¿No quiere perderse las próximas actividades, eventos o programas? [illegible] al 559-550-0993 para ser incluido en la lista de recordatorios de mensajes de texto gratuitos!

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Agency on Aging

Change The Way You Age

May 28, 2025

John Jansons, City Manager
City of Kerman
850 S. Madera Ave.
Kerman, CA 93630

City Manager Jansons,

The Fresno-Madera Area Agency on Aging's Governing Board has approved an award of Older American Act (OAA) funds to the City of Kerman as follows:

Contract no. 26-0121, Title III C1 Congregate Nutrition, Site Management
Kerman Senior Center $25,125 Maximum Expenditure

Please note, grant awards are contingent on sufficient funds made available from the State of California to the Agency on Aging and/or by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs.

We will send the contract documents for completion and signature via DocuSign. Page i, Documents Required to Execute Contract, serves as a guide. All components will be provided electronically, and no physical copies are needed. The one exception is the Exhibit B – Budget Excel template, included with this letter, which must still be uploaded to DocuSign. DocuSign recipients were selected based on the Contract Contacts Update sent in May.

Pending finalization of the fiscal year 2024-2025 contract, this letter will serve as your authority to provide the Title III C1 Congregate Nutrition Site Management Program with the City of Kerman under contract no. 26-0121 as of July 1, 2025. The authority contained herein expires September 30, 2025, or when the contract is fully executed, whichever comes first.

Please contact me at 559-319-0863 with any questions.

Sincerely,

Hillaree Bennett
Program Director
hbennett@fmaaa.org

STAFF REPORT

MEETING DATE: September 10, 2025

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Resolution Approving Construction Contract Change Order No. 3 for the Hart Ranch Community Park Project (JG)

RECOMMENDATION: Council by motion adopt the resolution:

1. Approving Construction Contract Change Order No. 3 for the Hart Ranch Community Park Project to Avison Construction, Inc. in the amount of $781,341.00; and
2. Authorizing an additional 5% construction contingency in the amount of $622,700.00; and
3. Authorizing the City Manager to sign Construction Contract Change Order No. 3 on behalf of the City; and
4. Authorizing the City Manager to sign future change orders of less than $50,000 on behalf of the City.

EXECUTIVE SUMMARY:

The Hart Ranch Community Park (Project) is the development of a 15-acre portion of land located in the southeast quadrant of the City, at California and Goldenrod Avenues. On November 13, 2024 its construction contract was awarded by Council to Avison Construction, Inc. (Avison) in the amount of $12,453,125. Additionally, a contingency in the amount of $622,700, representing 5% of the construction contract, was approved. A construction activities Notice to Proceed was issued to Avison with a start date of February 5, 2025.

To date, two contract change orders totaling $31,644 have been approved for costs related to splash park pad colors and the addition of three backflow preventers to the on-site water system.

Changes in the work contemplated by the contract are required for proper construction of the entire project. Contract Changer Order No. 3 (CCO3) will allocate $603,189 for the procurement and installation of the re-circulation system as well as incorporate revisions to affected original design improvements. Additionally, CCO3 will allocate $174,565 for procurement and installation of larger restroom building to house re-recirculation system electrical and integration components, provide single use restrooms for enhanced privacy and install two exterior pedestal showers. The allocation will also address revisions to affected original design improvements. Lastly, CCO3 will allocate $3,587 to necessary percolation basin edge modifications resulting from design revisions.

In summary, CCO3 in the amount of $781,341 pertains to:

- The addition of a water circulation system associated to the splash park play area in the amount of $603,189, and
- Revisions to the on-site prefabricated restroom in the amount of $174,565, and
- Revisions to the percolation basin edge treatment in the amount of $3,587.

The total of contract change orders nos. 1 to 3 in the amount $812,985 constitutes an approximate 6.5% of the awarded construction contract. Execution of CCO3 will exceed the authorized contingency amount of $622,700. An additional $622,700, above and beyond the total of CCOs 1 to 3 is requested for replenishing the construction contingency for addressing potential future issues that may arise.

We note that lead time for receipt of the restroom building is anticipated at twelve months thereby extending the completion date from November 11, 2025 to approximately December of 2026.

FISCAL IMPACT:

The estimated total Project cost is $14,822,700 for design, construction, construction contingency, construction engineering and materials testing. The City has budgeted $11,209,469 in fiscal year 2025-26 from various funding sources including the American Rescue Plan Act (ARPA), Measure M, Land and Water Conservation grant funding, California Natural Resources Agency Proposition 68 grant funding, State Budget earmarked funds.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 25-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING CONSTRUCTION CONTRACT CHANGE ORDER NO. 3 FOR THE HART RANCH COMMUNITY PARK PROJECT

WHEREAS, Council awarded the construction contract for the Hart Ranch Community Park Project to Avison Construction, Inc. (Avison) on November 13, 2024; and

WHEREAS, Avison was issued a construction activities Notice to Proceed with a start date of February 5, 2025; and

WHEREAS, to date, two contract change orders totaling $31,644 have been approved for costs related to splash park pad colors and the addition of three backflow preventers to the on-site water system; and

WHEREAS, Contract Change Order No. 3 (CCO3) is necessary for procurement and installation of a splash park water re-circulation system, revisions to the on-site prefabricated restroom, and revisions to the percolation basin edge treatment as follows:

- The addition of a water circulation system associated to the splash park play area in the amount of $603,189, and
- Revisions to the on-site prefabricated restroom in the amount of $174,565, and
- Revisions to the percolation basin edge treatment in the amount of $3,587.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN RESOLVES as follows:

1. The foregoing recitals are true and correct and incorporated by reference.
2. Based on the recitals set forth above, and upon the recommendation of the City Engineer, the Council approves CCO3 for the Hart Ranch Community Park Project to Avison Construction, Inc., in the amount of Seven Hundred Eighty-One Thousand and Three Hundred and Forty-One Dollars and Zero Cents ($781,341).
3. The City Manager is authorized to sign CCO3.
4. Upon the recommendation of the City Engineer, the Council authorizes an additional amount of Six Hundred and Twenty-Two Thousand and Seven Hundred Dollars and Zero Cents ($622,700) as contingency for use on unforeseen construction needs. The City Manager upon the recommendation of the City Engineer is authorized to sign change orders less than $50,000.

5. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 10th day of September 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

STAFF REPORT

MEETING DATE: September 10, 2025

PRESENTER: John Jansons, City Manager (JAJ)

SUBJECT: An Ordinance of the City Council of the City of Kerman Repealing Chapter 2.52 of Title 2 of the Kerman Municipal Code and Adding a New Chapter 2.52 to Title 2 of the Kerman Municipal Code Relating to Emergency Organization and Functions (JAJ)

RECOMMENDATION: Council waive first reading and introduce by title only an Ordinance Repealing Chapter 2.52 of Title 2 of the Kerman Municipal Code and adding a new Chapter 2.52 to Title 2 of the Kerman Municipal Code Relating to Emergency Organization and Functions.

EXECUTIVE SUMMARY:

Council waive first reading and introduce by title only, an Ordinance Repealing Chapter 2.52 of Title 2 of The Kerman Municipal Code and adding a new Chapter 2.52 to Title 2 of the Kerman Municipal Code relating to emergency organization and functions.

DISCUSSION:

City staff have been working on an Emergency Operations Plan (EOP) with significant details for efficiently mitigating significant emergencies affecting the City. The EOP initiates the formation of the City's Emergency Management Organization, delineates roles and responsibilities to protect public health and safety during an emergency, and includes operational concepts.

In reviewing the proposed EOP in 2024 with Council, it was determined that the City's current Emergency Organization Ordinance needed to be amended to ensure harmony between the Ordinance and the EOP. The City's current ordinance relating to emergencies was adopted in 1951.

The proposed ordinance (**Attachment 'A'**) has been drafted using the California Disaster Council's recommended model ordinance. And it is in keeping with the vast majority of other cities' emergency ordinances. The ordinance establishes the legal framework for managing emergencies, including defining the emergency organization, its powers and duties, and how it coordinates with other agencies during a disaster. The details for implementation will be presented with the Emergency Operating Plan. Once the ordinance is adopted, the City Council may proceed to adopt the Emergency Operating Plan by resolution.

If the ordinance is introduced, staff intends to present the EOP for adoption by resolution at the next meeting when the ordinance will be scheduled for a second reading or at a meeting after that. The EOP would be effective at same time as the ordinance becomes effective.

FISCAL IMPACT:

None.

ATTACHMENTS:

A. Ordinance

Attachment 'A'

ORDINANCE NO. 25-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN REPEALING CHAPTER 2.52 OF TITLE 2 OF THE KERMAN MUNICIPAL CODE AND ADDING A NEW CHAPTER 2.52 TO TITLE 2 OF THE KERMAN MUNICIPAL CODE RELATING TO EMERGENCY ORGANIZATION AND FUNCTIONS

THE CITY COUNCIL OF THE CITY OF KERMAN DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 2 "Administration and Personnel" of the Kerman Municipal Code is amended by repealing Chapter 2.52 and adding new Chapter 2.52 relating to Emergency Organization and Functions to read as follows:

Chapter 2.52

EMERGENCY ORGANIZATION AND FUNCTIONS

Sections:

2.52.010	Purposes.
2.52.020	Definitions.
2.52.030	Disaster Council Membership.
2.52.040	Disaster Council Powers And Duties.
2.52.050	Director And Assistant Director Of Emergency Services.
2.52.060	Powers And Duties Of The Director And Assistant Director Of Emergency Services.
2.52.070	Emergency Organization.
2.52.080	Emergency Plan.
2.52.090	Expenditures.
2.52.100	Punishment Of Violations.
2.52.110	Severability.

2.52.010 Purposes.

The declared purposes of this ordinance are to provide for the preparation and carrying out of plans for the protection of persons and property within jurisdiction in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions with all other public agencies, corporations, organizations, and affected private persons.

2.52.020 Definitions.

As used in this ordinance, "emergency" shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this jurisdiction caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are

likely to be beyond the control of the services, personnel, equipment, and facilities, requiring the combined forces of other political subdivisions to combat.

2.52.030 Disaster Council Membership.

The City of Kerman Disaster Council is hereby created and shall consist of the following:

A. The mayor, who shall be chair.

B. The director of emergency services who shall be vice chair.

C. The assistant director of emergency services.

D. Such chiefs of emergency services as are provided in an Emergency Plan of the city adopted pursuant to this ordinance or by resolution of the City Council.

2.52.040 Disaster Council Powers And Duties.

The Disaster Council may ask to review any emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements prior to submission to the City Council for adoption. The Disaster Council shall meet at least once per year, upon call of the chair or, upon call of the vice chair (in the absence of the chair).

2.52.050 Director And Assistant Director Of Emergency Services.

The following offices are hereby established by the City Council:

A. The office of Director of Emergency Services which shall be held by the City Manager.

B. The office of Assistant Director of Emergency Services, who shall be appointed by the City Manager.

2.52.060 Powers And Duties Of The Director And Assistant Director Of Emergency Services.

A. The Director of Emergency Services has the authority to:

1. Request the City Council to proclaim the existence or threatened existence of a “local emergency" if the City Council is in session, or to issue such proclamation if the City Council is not in session. Whenever a local emergency is proclaimed by the Director, the City Council shall take action to ratify the proclamation within seven (7) days thereafter or the proclamation shall have no further force or effect.

2. Request the Governor to proclaim a “state of emergency” when, in the opinion of the director, the circumstances are beyond the city’s capacity to adequately respond to or recover from the emergency.

3. Control and direct the effort of the city emergency organization for the accomplishment of the purposes of this ordinance.

4. Direct cooperation between and coordination of services and staff of this emergency organization.

5. Represent the city in all dealings with public or private agencies on matters pertaining to emergencies as defined herein.

6. Be the authorized signatory on all emergency-related documents, including state emergency services and federal management agency documents, unless another officer is designated by law or by the City Council.

7. In the event of the proclamation of a "local emergency" as herein provided, the proclamation of a "state of emergency" by the Governor, or the existence of a "state of war emergency," the Director has the following powers:

   (a) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergencies; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Council;

   (b) To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the jurisdiction for the fair value thereof and, if required immediately, to commandeer the same for public use;

   (c) To require emergency services of any officer or employee and, in the event of the proclamation of a "state of emergency" in the county in which this city is located or the existence of a "state of war emergency," to command the aid of as many citizens of this community as deemed necessary in the execution of duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster services workers;

   (d) To requisition necessary personnel or material of the departments or agencies; and

   (e) To execute all ordinary power as City Manager, all of the special powers conferred by this ordinance or by resolution or emergency plan pursuant hereto adopted by the City Council, all powers conferred by any statute, by any agreement approved by the governing body, and by any other lawful authority.

B. The Director of Emergency Services shall designate the order of succession to that office to take effect in the event the Director is unavailable to attend meetings and otherwise perform duties during an emergency. Such order of succession shall be approved by the City Council.

C. The Assistant Director shall, under the supervision of the Director and with the assistance of emergency service chiefs, develop emergency plans and manage the emergency programs of

this jurisdiction; and shall have such other powers and duties as may be assigned by the Director or pursuant to an Emergency Plan adopted by the City Council.

2.52.070 Emergency Organization.

All officers and employees, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions of SEC. 2.52.060C of this ordinance as well as any Emergency Plan approved by the City Council, be charged with duties incident to the protection of life and property during such emergency, shall constitute the emergency organization of the City of Kerman.

2.52.080 Emergency Plan.

The Disaster Council is authorized to review and make recommendations on any Emergency Plan developed by staff prior to presentation to the City Council for approval. The Emergency Plan shall provide for the effective mobilization of all of the resources of this jurisdiction, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the City Council.

2.52.090 Expenditures.

Any expenditure made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the city.

2.52.100 Punishment Of Violations.

It shall be a misdemeanor, punishable by a fine of not to exceed one thousand dollars ($1,000), or by imprisonment for not to exceed six (6) months, or both, for any person, during an emergency, to:

A. Willfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this ordinance, or in the performance of any duty imposed upon him by virtue of this ordinance.

B. Do any act forbidden by any lawful rule or regulation issued pursuant to this ordinance, if such act is of such a nature as to give or be likely to give assistance to the enemy or imperil the lives or property of inhabitants of this city, or to prevent, hinder, or delay the defense or protection thereof.

C. Wear, carry, or display, without authority, any means of identification specified by the emergency agency of the State.

2.52.110 Severability.

If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 2. CEQA. A preliminary environmental assessment has been performed for this project pursuant the California Environmental and Quality Act (CEQA). The City Council finds and determines with certainty that, pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this project may have a significant, adverse, impact on the environment. This is because this project involves purely procedural policies with no impacts on the environment. Therefore, this project is not subject to CEQA.

SECTION 3. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 4. Effective Date. This ordinance shall become effective thirty (30) days after the date of adoption.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Kerman on the 10th day of September, 2025, and was passed and adopted at a regular meeting of the City Council of the City of Kerman on the __ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing ordinance is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Josie Camacho
City Clerk