



CITY OF FRESNO  
City Clerk's Office (Original)

October 3, 2011



Bruce A. Rudd – Assistant City Manager/Interim Director  
Parks, Recreation, and Community Services Department  
City of Fresno  
1515 E. Divisadero St., Rm. 208  
Fresno, CA 93721-1115

Re: Contract No. 12-0310, Nutrition Site Management

Dear Mr. Rudd:

Enclosed are signed and fully executed copies of the above-referenced contractual agreement between the Fresno-Madera Area Agency on Aging and the City of Fresno for fiscal year 2011-2012.

Please contact us if you have any questions or need any additional information.

Sincerely,

Jean Robinson  
Executive Director

Enclosures

cc: Shaun Schaefer, Community Services Division Manager  
City of Fresno  
Mosqueda Community Center  
4670 E. Butler Ave.  
Fresno, CA 93702



# Area Plan Grant Award

## Table of Contents

Documents Required to Execute Contract.....	i
<b>CONTRACT</b> .....	1
<b>AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION</b> .....	3
Article I.    Definitions and Resolutions of Language Conflicts .....	3
Article II.   Assurances .....	5
Article III.  Agreement .....	21
Article IV.  Term of Agreement.....	21
Article V.   Funds .....	22
Article VI.  Budget and Budget Revisions.....	26
Article VII. Payments .....	27
Article VIII. Subcontracts .....	28
Article IX.  Reasonableness of Compensation .....	30
Article X.   Records and Reports .....	30
Article XI.  Property and Equipment .....	32
Article XII. Access .....	34
Article XIII. Monitoring and Evaluation.....	35
Article XIV. Audits .....	35
Article XV.  Insurance .....	39
Article XVI. Donations.....	41
Article XVII. Termination .....	41
Article XVIII. Remedies and Appeal Process.....	44
Article XIX. Revisions, Waivers, or Modifications .....	45
Article XX.  Noticing.....	44

**Area Plan Grant Award**  
**Table of Contents (Continued)**

**APPENDICES**

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

**EXHIBITS**

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

**CONTRACT BETWEEN  
CITY OF FRESNO  
AS SERVICE PROVIDER  
AND**

**FRESNO-MADERA AREA AGENCY ON AGING  
(HEREINAFTER REFERRED TO AS FMAAA)  
3837 NORTH CLARK STREET  
FRESNO, CA 93726**

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

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

B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2011 to June 30, 2012, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation may be incurred after June 30, 2012.

D. Maximum funds available for the following programs:

Approved by FMAAA Governing Board on June 16, 2011		
Federal Grantor:	U.S. Department of Health and Human Services	
Pass Through Grantor:	Fresno-Madera Area Agency on Aging	
Older Americans Act Title:	Title III C1 Congregate Nutrition	
Federal CFDA No.	93.045	
<b>Service</b>	<b>FMAAA Contract No.</b>	<b>Grant Amount</b>
Nutrition Site Management	12-0310	\$55,626

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

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

FMAAA  
DIRECT SERVICES

2011 SEP 16 AM 6:56

**FOR SERVICE PROVIDER:**

  
Signature of Program Director  
(Refer to Exhibit E, Section VII.B)

9/13/11  
Date

Shaun Schaefer, Community Recreation Supervisor II  
Type Name

Title



Signature of Authorized Contracting Official  
(Refer to Appendix A)

9/14/11  
Date

Bruce A. Rudd, Assistant City Manager/Interim PARCS Director  
Type Name

Title

94-6000338

Contractor Federal Employer I.D. Number

**FOR FRESNO-MADERA AREA AGENCY ON AGING:**

  
Signature

10/3/11  
Date

Jean Robinson  
Type Name

Executive Director  
Title



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

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

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

- A. The term "Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on Aging Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX), plus all enclosures listed herein, including the Budget Display; Program Exhibits; Appendices; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.
- B. "FMAAA" and "Agency" means the Fresno-Madera Area Agency on Aging.
- C. "AAA" means Area Agency on Aging.
- D. "OAA" means Older Americans Act.
- E. "PSA 14" means the Planning and Service Area comprised of Fresno and Madera Counties.
- F. "State," "Department," and "CDA" means the State of California and the California Department of Aging.
- G. "Subcontractor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. "Subcontract Agreement" means a subcontract agreement supported by funds from this Agreement.
- H. "Service Provider," "Contractor," or "Site" means the entity to which funds are awarded under this Agreement and which is accountable to the FMAAA for use of these funds.
- I. "NAPIS" means the National Aging Program Information System.

- J. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.
- K. "CFR" means Code of Federal Regulations, "CCR" means California Code of Regulations, "GC" means Government Code, "W&I" means California Welfare and Institutions Code, "USC" means United States Code, and "PCC" means the Public Contract Code.
- L. "Program Income" means revenue generated by an Area Agency or Contractor from contract-supported activities. Program Income is:
1. Voluntary contributions (Donations) received from a participant or responsible party as a result of the service.
  2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
  3. Royalties received on patents and copyrights from contract-supported activities.
  4. Proceeds from the sale of items fabricated under a contract Agreement.
- M. The terms and conditions of this grant award and other requirements have the following order of precedence if there is any conflict in what they require:
1. The Older Americans Act Amendments of 2006;
  2. Other applicable Federal statutes and their implementing regulations;
  3. Older Californians Act;
  4. Title 22 CCR § 7000 et. seq.;
  5. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto;
  6. Any other attachments incorporated herein by reference;
  7. Program memos and other guidance issued by the California Department of Aging.

- N. "Reimbursable item" also means "allowable cost" and "compensable item."
- O. "Matching Contributions" means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.
- P. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).
- Q. "Non-Matching Contributions" means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g. federal funds, overmatch, etc.).

## ARTICLE II. ASSURANCES

### A. Nondiscrimination

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

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

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

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

Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, 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. 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 Sections 12101 et seq.)

4. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (GC §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (CCR, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
5. Proof of age or citizenship shall not be required as a condition of receiving Title III or Title VII services.
6. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.
7. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable and federal laws.

B. Certifications

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

1. Contracts in Excess of \$100,000

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

- a. Clean Air Act, as amended (42 USC 1857).
- b. Clean Water Act, as amended (33 USC 1368).
- c. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).
- d. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738)
- e. Child Support Compliance Act (Public Contract Code 7110):  
The Contractor acknowledges in accordance with the Child Support Compliance Act that:
  - i) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part of Division 9 of the Family code; and
  - ii) The Contractor, to the best of its knowledge, is in full compliance with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Public Contract Code Section 10295.3.

C. Lobbying Certification

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

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal 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 undersigned 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 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.

D. Information Integrity and Security

1. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect FMAAA information assets, i.e., public, confidential, sensitive and/or personal information as specified in the State of California Administrative Manual, Section 4841.2, GC Section 1109, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include, but are not limited to:

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

2. Encryption on Portable Computing Devices

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

3. Disclosure

- a. The Contractor shall ensure that personal, sensitive, and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State and FMAAA policies. The requirement to protect information shall remain in force until superseded by laws, regulations, and State and FMAAA policies.
- b. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- c. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, State driver's license or State identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

- e. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the FMAAA without prior written authorization from the FMAAA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

#### 4. Training/Education

- a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at:

[http://www.aging.ca.gov/resources/  
Security\\_Awareness\\_Training.ppt](http://www.aging.ca.gov/resources/Security_Awareness_Training.ppt)

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

- b. The Contractor may substitute CDA's Security Awareness Training program with its own security training provided such training meets or exceeds CDA's training requirement. Contractors/vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

- c. All employees and volunteers who handle personal, sensitive, or confidential information relating to the CDA's and the FMAAA's programs must participate in Security Awareness Training.

5. Health Insurance Portability and Accountability Act (HIPAA)

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

6. Contractor/Vendor Confidentiality Statement

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

7. Security Incident Reporting

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

8. Notification of Security Breach to Data Subjects

- a. Notice must be given by the contractor or subcontractor to any data subject whose personal information could have been breached.

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

9. Software Maintenance

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

10. Provisions of Information Integrity and Security

The provisions contained in Article II, Section D, *Information Integrity and Security*, shall be included in all contracts of both the Contractor and its subcontractors.

E. Copyrights

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

in violation of copyright laws.

F. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of the FMAAA. 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 FMAAA. The FMAAA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Contractors from sharing identifying client information authorized by the participant or summary program information that is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
3. Subject only to the provisions of Article II.D, *Information Integrity and Security*, and Article II.E, *Copyrights*, of this Agreement, the State and the FMAAA may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred shall: (a) state "The materials or product were a result of a project funded by an Agreement with the Fresno-Madera Area Agency on Aging and the California Department of Aging;" (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the FMAAA and/or the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

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

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

H. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

I. 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 FMAAA determines that a conflict of interest exists, funds may be disallowed by the FMAAA 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.

J. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the FMAAA 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.

K. 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.

L. Facility Construction or Repair

1. Title III:
  - a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
    - i) Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3),
    - ii) Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5),
    - iii) Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 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, Part 60).

- b. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the FMAAA.
  - c. When funding is provided for construction and non-construction activities, the Contractor or subcontractor must obtain prior written approval from the FMAAA before making any fund or budget transfers between construction and non-construction.
2. Health Insurance Counseling and Advocacy Program (HICAP): Funds from this Agreement are not allowed to be used for facility construction or repair.

M. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, by signing this Agreement, 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;
  - b. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against the Contractor for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b); and
  - 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.

- e. The Contractor shall report immediately to the FMAAA in writing any incidents of alleged fraud and/or abuse by either the Contractor or any subcontractors. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the FMAAA.
  - f. The Contractor shall notify the FMAAA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.
2. The Contractor agrees to timely execute any and all amendments to this Agreement or certificates, other required documentation relating to their subcontractor's debarment/suspension status.

N. Agreement Authorization

1. If a public entity, the Contractor shall submit to the FMAAA a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the FMAAA an authorization by the Governing Board of the Contractor to execute this Agreement, referencing this Agreement number.
2. These documents must also identify the action taken.
3. 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.

O. Provision of Services

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 H, *Sanction Policy*, or termination of the Agreement as described in Article XVII, *Termination*.

P. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. The Contractor shall make staff available to the Agency for training and meetings, which the Agency may find necessary from time to time.

Q. Administration

1. The Contractor shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or a 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.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the Contractor shall result in suspension or termination of this Agreement with the FMAAA until satisfactory status is restored. Failure to maintain good standing by a subcontractor or JPA shall result in suspension or termination of the subcontract 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 FMAAA 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 FMAAA.
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 effected.

R. Travel Reimbursement

1. Any reimbursement by Contractor from funds provided under this Agreement for authorized travel and per diem shall be at rates not to exceed those paid by the State in accordance with Department of Personnel Administration's (DPA) rules and regulations, which are available from the DPA Web site:
  - a. Mileage: <http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>
  - b. Per Diem (meals and incidentals): <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
  - c. Lodging: <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>
2. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, between the DPA rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the FMAAA and the State. (CCR, Title 2, Section 599.615 et seq.)

- S. If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code 10353.

T. Grievance Process

1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals. At a minimum, the process shall include all of the following:
  - a. Time frames within which a complaint will be acted upon.
  - b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the FMAAA 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 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 FMAAA 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 FMAAA 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 FMAAA whenever a change to this information occurs.

### **ARTICLE III. AGREEMENT**

- A. All elements of this Agreement, as defined in Article I, Section A, and as approved by the FMAAA in making this award, are hereby incorporated by reference, as if fully set forth herein.
- B. A copy of this Agreement is on file and available for inspection at the FMAAA, 3837 North Clark Street, Fresno, CA 93726.
- C. Time is of the essence in this Agreement. The policy regarding the execution of contracts within forty-five (45) days is applicable. (Appendix G, *Policy Regarding Execution of Contracts*)

### **ARTICLE IV. TERM OF AGREEMENT**

- A. This Agreement is of no force or effect until signed by both parties hereto and approved by the FMAAA. The Contractor may not commence performance until such approval has been obtained (GC 14831), or until a signed Letter of Authority has been provided by the FMAAA.
- B. The term of this Agreement is from July 1, 2011, through June 30, 2012, at which time the Agreement expires, subject however, to earlier termination or cancellation as herein provided.

- C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter of Authority from the FMAAA, that work may be considered as having been performed at-risk as a mere volunteer and may not be reimbursed or compensated.

## ARTICLE V. FUNDS

### A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, and services as set forth in this Agreement.
3. The Contractor agrees not to use Agreement funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.
4. The Contractor agrees to acknowledge the receipt of all funding support from the FMAAA in news releases (radio, television and newspaper); printed materials such as brochures, pamphlets, newsletters; the Contractor's Web site; and any other printed documents. Such acknowledgement shall make accurate reference to the service for which funding is provided, in whole or in part, by the FMAAA.
5. A copy of all published documents indicated in paragraph four (4) above, will be forwarded to FMAAA for file.
6. The FMAAA reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the FMAAA not to be in compliance with this Agreement, unrelated or inappropriate to Agreement activities, or when inadequate supporting documentation is presented, or where prior approval was required but was not requested or not granted.
7. Funds made available for Ombudsman volunteer recruitment activities in the Budget Act shall be used by the Contractor to maintain or expand the activities of the Long-Term Care Ombudsman Program.

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 Cost Principles.
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) or Title VII programs.

C. Unexpended Funds

1. No later than March 31 of the Agreement year, the Contractor shall report to the FMAAA if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.
2. The FMAAA 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 FMAAA shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.
3. The FMAAA 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 FMAAA immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Program Income

1. All Program Income received by the Contractor shall be included on the quarterly 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 ninety (90) days average Program Income.
2. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
3. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in D.5 below).
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in D.5 below.) and may reduce the total amount of contract funds payable to the Contractor.
5. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
6. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.
7. Program Income may not be used to meet the matching requirements of this Agreement.
8. Program Income must be used to expand services.

E. Matching Contributions

1. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:
  - a. Title III B Supportive Services, Title III B (Ombudsman), Title III C1 Congregate Nutrition, Title III C2 Home-Delivered

Nutrition, and Title III D Health Promotion and Medication Management: 10 percent of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by nine (9).

b. Title III E Family Caregiver Support Program: 25 percent of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by 7.5.

2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
3. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
4. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.
5. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget circulars.

F. Availability of Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available from the State to the FMAAA and/or by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statutes enacted by the Congress that may affect the provisions, terms, or funding of this award in any manner.

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

#### **ARTICLE VI. BUDGET AND BUDGET REVISIONS**

- A. The approved budget for the term of this Agreement is a part hereof.
- B. The Contractor shall be reimbursed for expenses only as itemized in the approved budget.
  1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Contractors requesting reimbursement for indirect costs shall obtain and retain on file an approved indirect cost rate from the State of California or an allocation plan documenting the methodology used to determine the indirect costs.
- C. The Contractor shall comply with those provisions and restrictions regarding revisions to the approved budget.
- D. The Contractor may make changes in budget allocations, subject to the following conditions:

1. The Contractor may transfer Agreement funds within programs from each line item without prior approval of the FMAAA providing the change is less than 10% of that line item.
  2. The Contractor shall request prior approval from the FMAAA for any line item transfer of funds that is 10% or more.
  3. The Contractor shall maintain a written record of all budget changes clearly documenting line item changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the FMAAA upon request and shall be maintained in the same manner as all other financial records.
- E. Final budget revisions for year's end are due no later than March 15 of the Agreement year.

#### **ARTICLE VII. PAYMENTS**

- A. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including mileage, per diem, and taxes, unless otherwise expressly so provided.
- B. Unless otherwise specified by the FMAAA, the Contractor shall submit accurate and timely reports as specified in Appendix E, *List of Required Reports*, and Appendix F, *Due Dates for Scheduled Reports*.
- C. The FMAAA shall review the Contractor's report to ensure compliance with the approved Agreement budget.
- D. Depending upon funding availability, the FMAAA shall make monthly reimbursement payments to the Contractor as specified in Appendix F, *Due Dates for Scheduled Reports*, of the Agreement. The FMAAA shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.
- E. Financial Management Systems:

The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR, Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):

1. Financial Reporting
  2. Accounting Records
  3. Internal Control
  4. Budgetary Control
  5. Allowable Costs
  6. Source Documentation
  7. Cash Management
- F. The FMAAA may require financial reports more frequently than indicated above or more detail (or both), upon written notice to the Contractor, until such time as the FMAAA determines that the financial management standards are met.
- G. The *Expenditure Closeout Report* and the *Report of Property Furnished With Agreement Funds* (Form FMAAA 32; see Article XI, Property and Equipment) shall be submitted annually to the FMAAA within forty-five (45) calendar days following the end of the Agreement year, or within thirty (30) days following termination prior to the end of the Agreement period, unless otherwise specified by the FMAAA.
- H. The FMAAA may withhold payment if the FMAAA determines that the Agreement with the Contractor is at-risk, as described in Appendix H, *Sanction Policy*.
- I. The FMAAA 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*.
- J. Federal funds may be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.

#### **ARTICLE VIII. SUBCONTRACTS**

- A. The FMAAA shall approve all subcontracts before award of the subcontract by the Contractor.

- B. The Contractor shall ensure that funds provided under this Agreement are administered in conformance with the acts, federal regulations, and policies and procedures of the Administration on Aging, California Department of Aging, and the FMAAA.
- C. The Contractor shall not enter into contracts with other agencies that are to be paid with funds provided under this Agreement that extend beyond the ending date of this award.
- D. The Contractor does not possess authority to contract for, or incur obligations on behalf of, the State of California or the FMAAA.
- E. Copies of subcontracts, Memorandums and/or Letters of Understanding shall be on file with the Contractor, shall be submitted to the FMAAA and shall be made available for review at the request of the FMAAA.
- F. Once a subcontractor is approved by FMAAA the following conditions apply:
  - 1. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XV, *Insurance*.
  - 2. The Contractor shall require all its subcontractors to indemnify, defend, and save harmless the FMAAA, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor in the performance of this Agreement.
  - 3. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the FMAAA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the FMAAA.
  - 4. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's agreement with the Contractor. This staff shall be available to the FMAAA for training and meeting, which the Agency may find necessary from time to time.

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

#### **ARTICLE IX. 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 X. RECORDS AND REPORTS**

##### **A. Records**

1. The Contractor shall, at all times during the term of this Agreement, maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, patient or client records, and electronic files) of its activities and expenditures in a form satisfactory to the FMAAA and shall make all records pertaining to the project available for inspection and audit by the FMAAA or its duly authorized agents, at any time during normal business hours. All such records must be maintained and kept available by the Contractor as follows:
  - a. For a minimum of four years from the date of final payment, if a State audit has occurred, or five years from said date, if no audit has occurred; and,
  - b. For such longer periods, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraphs 2 or 3 below.
2. 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 subparagraph 1 above. The Contractor shall ensure that any resource directories and all client records remain the property of the FMAAA upon termination of this Agreement, and are returned to the FMAAA or transferred to another Contractor as instructed by the FMAAA.

3. 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 FMAAA and the State and so stated in writing to the Contractor.
4. Adequate fiscal documentation of each transaction shall be maintained to permit the determination of the allowableness of expenditures reimbursed by the FMAAA under this Agreement. If the allowableness of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate, according to Generally Accepted Accounting Practices (GAAP), the questionable cost may be disallowed by the FMAAA and the State. In the event of findings of disallowed costs, the Contractor has the right to appeal such findings within 60 days of notification.
5. The FMAAA Executive Director or representative, auditors and/or official representatives of the California Department of Aging, the Administration on Aging, the U.S. Department of Health and Human Services, and the General Accounting Office shall be granted access to such records upon request.
6. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

B. Reports

1. The Contractor shall submit all appropriate financial and performance reports as designated in Appendix E, *List of Required Reports*. Reports shall be submitted on forms in a format approved by the FMAAA.
2. The Contractor shall assure that all financial and program data submitted to the FMAAA are timely, complete, accurate, and verifiable.
3. The *Expenditure Closeout Report* shall be submitted annually to the FMAAA within forty-five (45) calendar days following the end of the Agreement year, or within thirty (30) days following termination prior to the end of the Agreement period, unless otherwise specified by the FMAAA.

4. If supporting documentation is required as stated in Article XIV, *Audits*, all such documentation must accompany the quarterly report.
5. The FMAAA may require Contractors that are considered to be at-risk, as described in Appendix H, *Sanction Policy*, to maintain monthly fiscal reporting requirements. Monthly fiscal reports are due to the FMAAA by the fifteenth (15th) working day of the month following the reporting period.
6. All applicable National Aging Program Information System (NAPIS) reports as indicated in Appendix E, *List of Required Reports*, are due in the FMAAA office by the seventh (7th) working day of the month following the reporting period.
7. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

#### ARTICLE XI. PROPERTY AND EQUIPMENT

- A. The Contractor agrees to abide by the policies and procedures contained in this Agreement concerning acquisition, retention, use, replacement, disposition, and maintenance of all equipment acquired in whole or in part with funds provided under this Agreement.

Equipment procured using Older Americans Act funds and or related matching funds shall be used in support of the program outlined in this Agreement. Such equipment shall be used primarily for the benefit of the elderly being served under the provisions of this Agreement and shall not be used for the private or personal use of any one individual.

- B. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- C. Unless otherwise provided for in this Article, real property is defined as land; that which is affixed to land; that which is incidental or appurtenant to land; and that which is immovable by law. Personal property is defined as every kind of property that is not real property.

- D. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the Agreement, and shall assume responsibility for replacement or repair of such personal property during the period of the Agreement and until the Contractor has complied with all written instructions from the FMAAA regarding the final disposition of the property.
- E. The Contractor shall, in a manner prescribed by Office of Management and Budget (OMB), Attachment N, Circular A-110, maintain accurate property records and perpetual inventory control of equipment furnished or purchased with funds awarded under the terms of the Agreement or any predecessor agreement for the same purpose. The Contractor shall record the following information on form FMAAA 32, *Report of Property Furnished/Purchased With Contract Funds*, when property is acquired:
1. Date acquired;
  2. Property description (including model number);
  3. Serial number;
  4. Purchase cost;
  5. Fund source; and
  6. Property location.
- F. The Contractor shall keep track of property purchased with funds provided under this Agreement, whether capitalized or not. The Contractor shall maintain and submit to the FMAAA annually with the Closeout, a current inventory of property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use form FMAAA 32, *Report of Property Furnished/Purchased with Contract Funds*, unless otherwise directed by the FMAAA. The physical inventory and corresponding reconciliation must be kept on file and available for review by the FMAAA.
- G. The Contractor shall have a written policy for reporting and replacement of lost, destroyed, or stolen property acquired with funds under this Agreement.
- H. The Contractor shall immediately investigate and within five (5) days fully document to the FMAAA via a written report, the loss, destruction, or theft

of property acquired with funds under this Agreement. In addition, the Contractor shall complete a *Property Survey Report* (FMAAA STD 152).

- I. The Contractor shall notify the FMAAA by submitting a *Property Survey Report* (FMAAA STD 152) and obtain written authorization from the FMAAA prior to selling or otherwise disposing of such equipment.
- J. In the event of the Contractor's dissolution, or upon completion of the project, the Contractor shall provide a final inventory to the FMAAA. The FMAAA reserves the right to require the Contractor to transfer such personal property to another project, or to the FMAAA, as determined by the FMAAA to be appropriate.
- K. To exercise the above right, within 120 days after termination of the Agreement or notification of the Contractor's dissolution or completion of the project, the FMAAA will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. The Contractor shall not use equipment or supplies acquired under the Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately owned business entity.
- M. Contractors shall be liable for all labor and any other direct expenses incurred in providing the contracted services and shall assume any and all responsibility for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. Contractor is obligated to inform the FMAAA in writing of any such incident within five (5) working days of its occurrence.
- N. A copy of all materials produced, manufactured, purchased or assembled such as printed materials, audio and/or video cassette materials, films, etc., using funding under this Agreement will be provided to the FMAAA upon request.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

## **ARTICLE XII. ACCESS**

- A. Authorized FMAAA, State, and federal representatives shall have the right to inspect work sites of the Contractor and its subcontractors during the

term of this Agreement at any time during normal business hours. The Contractor shall include this requirement in its subcontracts.

- B. The FMAAA has designated the following locations as Community Focal Points, as required by CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), and OAA 2006 306(a):
1. Fresno City: Sierra Resource Campus, Senior Resource Center, 2025 East Dakota Avenue, Fresno, California 93726;
  2. Fresno County: City of Clovis, Clovis Senior Center, 850 4<sup>th</sup> Street, Clovis, California 93612; and
  3. Madera County: City of Madera, Older Adult Services, 701 East 5<sup>th</sup> Street, Madera, California 93638.

### **ARTICLE XIII. MONITORING AND EVALUATION**

Authorized FMAAA, State, and federal representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies and procurement, audits, inspection of project premises, inspection of food preparation sites, and interviews of project staff and participants.

The Contractor shall cooperate with the FMAAA in the monitoring and evaluation processes, which include making any administrative, fiscal, and program staff available during any scheduled process.

### **ARTICLE XIV. AUDITS**

- A. Contractors that expend \$500,000 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, Single Audit Act Amendments of 1996, Public Law 104-156, and the Federal Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the:

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

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

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

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" by the appropriate program name, identifying the FMAAA grant/contract number.

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

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

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

93.041 Older Americans Act Title VII (b), Elder Abuse Prevention-Allotments for Vulnerable Elder Rights Protection Activities

93.042 Older Americans Act Title VII (a), Long-Term Care Ombudsman Program-Allotments for Vulnerable Elder Rights Protection Activities

93.043 Older Americans Act Title III D, Disease Prevention and Health Promotion, Grants for State and Community Programs on Aging

93.044 Older Americans Act Title III B, Supportive Services, Grants for State and Community Programs on Aging

93.045 Older Americans Act Title III C1, Congregate Meals and Title III C2, Home-Delivered Meals, Grants for State and Community Programs on Aging

93.052 Older Americans Act Title III E, National Family Caregiver Support Program, Grants for State and Community Programs on Aging

93.053 Older Americans Act Section 311, 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 (R&D), student financial aid (SFA), and other clusters. "Other clusters" are defined by the OMB in the compliance supplement or as designated by a state for federal awards the state provides to its sub-recipients that meet the definition of a cluster of programs. When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the sub-recipients of compliance requirements applicable to the cluster, consistent with §.400(d)(1) and §.400(d)(2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in §.520, and, with the exception of R&D as described in §.200(c), whether a program-specific audit may be elected. (OMB Circular, A-133, Audits of States, Local Governments, and Non-Profit Organizations)

- C. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and made available for review by the FMAAA.

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds approved under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

1. Ensuring that a subcontractor expending \$500,000 or more in Federal awards during the subcontractor's fiscal year has met the audit requirements of OMB Circular A-133 as summarized in Section D of this Article;
2. Issuing a management decision on audit findings within six 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 FMAAA 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 who did not obtain another type of audit, the reconciliation of expenditures reported to the FMAAA must be accomplished through the

performance of alternative procedures (e.g., expense verification reviews/fiscal assessments);

4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements (45 CFR, Subpart C, Part 92.20, and 45 CFR, Part 74.21) which state in part that financial reporting must be accurate, current, and complete; and accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and
5. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

D. The Contractor shall ensure that its single audit meets OMB Circular A-133 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 months after the end of the audit period, whichever occurs first.
2. Properly procured: Use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.
3. Performed in accordance with Generally Accepted Government Auditing Standards: Shall be performed by an independent auditor and be organization-wide.
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 or grant agreements; and the schedule of findings and questioned costs.
5. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 compliance supplement.

E. The Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the FMAAA shall have access to all audit reports

and supporting work papers, and the FMAAA has the option to perform additional work, as needed.

- F. Unless prohibited by law, the costs of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996 are allowable charges to federal awards. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principle circulars.
- G. Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has federal awards expended of less than \$500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection 200(d). However, this does not prohibit the Contractor from charging federal awards for the cost of conducting a limited-scope audit to monitor its subcontractor to address compliance requirements provided the subcontractor is not required to obtain a single audit. These costs must be charged as an Administrative expense of the Contractor.
- H. The Contractor shall cooperate with and participate in any further audits which may be required by the FMAAA.
- I. The Contractor shall indicate which method of providing audit compliance will be in force during this Agreement (Appendix D, *Method of Providing Audit Compliance*).

#### ARTICLE XV. INSURANCE

- A. Without limiting the Contractor's indemnification, it is agreed that the Contractor, unless a self-insured local governmental entity, shall procure and maintain insurance acceptable to the FMAAA in full force and effect throughout the term of the Agreement as listed below:

**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 in cases of higher than usual risks.

**Professional liability** of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage may include medical malpractice and/or errors and omissions.

**Automobile liability** including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.

If applicable, Contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:

\$ 750,000 if seating capacity is under 8

\$1,500,000 if seating capacity is 8 - 15

\$5,000,000 if seating capacity is over 15

The insurance will be obtained from an insurance company acceptable to the State of California, Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

- B. Contract award agencies must show the FMAAA as an additional insured party on all insurance policies, with respect to work performed for the FMAAA under this Agreement. Professional liability coverage is exempt from this requirement. The Contractor agrees to provide the FMAAA, on or before the effective date of the Agreement, certificates of insurance necessary to satisfy the FMAAA of compliance with the insurance provisions of this Agreement. The certificate of insurance will provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the FMAAA or ten (10) days prior written notice to the FMAAA if the reason for cancellation is for non-payment of insurance premium. The provider also agrees to keep such insurance in effect during the entire term of this Agreement. Attach additional sheets to list other carriers as necessary.
- C. The Contractor agrees to indemnify, defend, and save harmless the FMAAA, 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.
- D. The Contractor shall be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

- E. 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.

## ARTICLE XVI. DONATIONS

- A. The Older Americans Act stipulates that fees for services may not be charged. However, donations may be suggested. Means tests shall not be used by any Contractor for any Title III or Title VII services. Services shall not be denied to a client who does not contribute toward the cost of the services received. Methods used to solicit voluntary contributions 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. [OAA §315(b)]
- B. Individual client's donations shall not be tracked by accounts receivable. [OAA §315(b)(4)(C)] Any donations received are to be classified as Program (Project) Income for the specific program for which they have been received and as such are subject to all policies and requirements relating thereto.

## ARTICLE XVII. TERMINATION

- A. Termination Without Cause
  - 1. The FMAAA may terminate performance of work under this Agreement without cause in whole or in part, if the FMAAA determines that a termination is in the FMAAA's best interest. The FMAAA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the State of California, the Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the notice from the State of California to the FMAAA. 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 by giving the FMAAA thirty (30) days written notice. In the event of termination notice, the FMAAA 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.

B. Termination for Cause

1. The FMAAA may terminate for cause the performance of work under this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:
  - a. In case of threat of life, health, or safety to the public.
  - b. A violation of the law or failure to comply with any condition of this Agreement.
  - c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
  - d. Failure to comply with reporting requirements.
  - e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the FMAAA 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.



- c. Terminate all subcontracts to the extent they relate to the work terminated; and
  - 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.)
  - e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement, including, but not limited to, Article II, Section J.2; Article V, Section C.4; Article VII, Sections G and I; Article X, Section A.2; Article XI, Section J; and Article XIV, Section H.
- D. Notice of Intent of Non-Provision of Contracted Program(s) During Subsequent Contract Period

Contractor shall, at least ninety (90) days prior to the end of this contract period, give written notice to the FMAAA if it intends not to provide one or more Area Plan programs included in this Agreement during the subsequent contract period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this contract period to ensure continuity of services to clients.

#### **ARTICLE XVIII. REMEDIES AND APPEAL PROCESS**

- A. All remedies provided for in this Agreement are in addition to and not in derogation of any other legal or equitable remedy available to the FMAAA 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 FMAAA 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 FMAAA has adopted an *Appeal Procedure for Service Providers*, which is set forth in Appendix I: This Appeal Procedure may be utilized by any Contractor disputing actions specified in Appendix I, Section I., Items A.1 through A.4. This Appeal Procedure shall be utilized if the Contractor intends or desires to further appeal any such action to the California Department of Aging and/or to the Federal Department of Human Services.
- C. The parties hereto agree that they shall submit all disputes relating to this Agreement, whether contract, tort, or both, other than controversies or claims regarding matters which may be appealed pursuant to Appendix I,

*Appeal Procedure for Service Providers* (including all disputes regarding the expenditure of federal funds and the use of federal property and equipment), to binding arbitration, in accordance with California Code of Civil Procedure §1280-1294.2.

- D. The party demanding arbitration shall submit a written claim to the other party, setting out the basis of the claim and proposing the name of an arbitrator. The responding party shall have ten (10) business days in which to respond to this demand in a written answer. If this response is not made in a timely manner, or if the responding party agrees with the person proposed as the arbitrator, then the person named by the demanding party shall serve as the arbitrator. If the responding party submits a written answer rejecting the proposed arbitrator, then unless the parties agree on an arbitrator, either party may request that the California State Reconciliation Services provide a list of arbitrators. Within ten (10) days after receipt of said list, the parties shall meet for the purpose of selecting an arbitrator.
- E. At that meeting, each party shall have the right to strike two (2) names on the list of arbitrators as submitted, with the party requesting arbitration having the right to strike the first name, and the option to strike moving to the other party until both parties have stricken two names from the list. The arbitration shall take place at the time and place selected by the arbitrator.
- F. The Contractor shall continue with the responsibilities under this Agreement during any dispute.
- G. Appeal costs or costs associated with any court review are not reimbursable.

#### **ARTICLE XIX. REVISIONS, WAIVERS, OR MODIFICATIONS**

- A. No revision, waiver, or modifications of any of the provisions of this Agreement shall be binding unless communicated in writing and signed by a duly authorized representative of the Contractor and of the FMAAA. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. Should either party during the term of this Agreement desire a revision, waiver or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept or reject the proposal within thirty (30) days of receipt of request. Once accepted such revision may require an amendment through

the FMAAA's contract process to provide for the change mutually agreed to by the parties.

- C. The FMAAA reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.
- D. An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the FMAAA will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### **ARTICLE XX. NOTICING**

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered, certified mail, or overnight mail, postage prepaid and return receipt requested, provided Contractor retains receipt, and shall be communicated as of actual receipt. Notices to the FMAAA shall be addressed to the FMAAA at its current address, 3837 North Clark Street, Fresno, CA 93726, and notices to the Contractor shall be addressed to the Contractor's address as indicated on the cover sheet of this Agreement, unless otherwise requested in writing.
- B. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

**EXTRACT OF THE CITY COUNCIL MINUTES OF AUGUST 18, 2011**

**(9:00 a.m. 'A')** AUTHORIZE RENEWAL OF THE SENIOR HOT MEALS SITE MANAGEMENT CONTRACT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA)

Community Recreation Supervisor Schaefer reviewed the issue and recommended approval, all as contained in the staff report as submitted. Councilmember Quintero commended staff for the great job they do in administering the program and staying in compliance, speaking briefly to the southeast center, and made a motion to approve staff's recommendation.

President Brand noted this program was one of the items potentially on the budget chopping block and questioned if approving this today would tie the City's hands in any way if agreement cannot be reached with FPOA or if other circumstances occur resulting in a shortage, with Mr. Schaefer stating there was a termination clause in the contract and explained. Upon further question ACM Rudd stated some discussions would be held at the end of August or in September on which part of Budget Plan B will be implemented and further explained, and along with City Attorney Sanchez responded to questions of Councilmember Westerlund stating nine of the fifteen sites were funded by FMAAA and staffing support for the remaining six would come from the general fund, and the termination clause would be relied upon in the event the funding issues are not consistent with what was being presented. Councilmember Westerlund added it was clear Council would be back here if the City does not get the concessions from the last big labor unit.

On motion of Councilmember Quintero, seconded by Councilmember Xiong, duly carried, RESOLVED, the PARCS Director authorized to execute a renewal agreement for site management of the Senior Hot Meals Program with the Fresno-Madera Area Agency on Aging for FY 2012, by the following vote:

Ayes : Baines, Quintero, Westerlund, Xiong, Brand  
Noes : None  
Absent : Borgeas, Olivier

----

**CLERK'S CERTIFICATION:**

**I, REBECCA E. KLISCH, CMC**, City Clerk of the City of Fresno, County of Fresno, State of California, do hereby certify the foregoing to be a full, true and correct extract of the Unofficial City Council Minutes of August 18, 2011, Volume 158, Pages 29-30, now on file in my office.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Fresno, California, this 24<sup>th</sup> day of August, 2011.

**REBECCA E. KLISCH, CMC**  
City Clerk

By *Sherril S. Badertscher*  
Deputy City Clerk





August 18, 2011

**FROM:** BRUCE A. RUDD, Assistant City Manager / Interim PARCS Director  
Parks, After School, Recreation and Community Services Department

**BY:** SHAUN SCHAEFER, Community Recreation Supervisor II *ll*  
PAUL A. MELIKIAN, Administrative Manager *pm*  
Parks, After School, Recreation and Community Services Department

**SUBJECT:** AUTHORIZE RENEWAL OF SENIOR HOT MEALS SITE MANAGEMENT CONTRACT  
WITH FRESNO-MADERA AREA AGENCY ON AGING (FMAAA)

**RECOMMENDATIONS**

It is recommended that the Council authorize the Parks, After School, Recreation and Community Services Department (PARCS) Director to execute a renewal agreement for site management of the Senior Hot Meals Program with the Fresno-Madera Area Agency on Aging (FMAAA) for FY 2012.

**EXECUTIVE SUMMARY**

This is an annual renewal contract (year to year) with FMAAA. The City will receive \$55,626 in site management funding from FMAAA for nine senior sites. The FMAAA funding is supplemented with participant meal contributions and Community Development Block Grant (CDBG) funding to provide meals, recreation activities, ceramics, water color painting, exercise programs, and leisure learning excursions. This funding enables the City to offer a viable program for senior citizens at 15 sites throughout Fresno.

FMAAA's responsibilities shall include, but are not limited to, the following:

1. Provide \$55,626 in site management funding for nine FMAAA-sponsored PARCS Senior Hot Meal (SHM) sites.
2. FMAAA funding includes administrative costs, site monitoring, a registered dietician, congregate meals and site management.
3. Provide informational resources to SHM participants in Older Adult related issues.

PARCS responsibilities shall include, but are not limited to, the following:

1. The operation of 15 SHM sites which will serve congregate meals and offer recreation activities.
2. Ensure compliance with FMAAA rules and regulations on serving congregate meals.
3. PARCS staff will monitor SHM sites to ensure that the sites are being operated in accordance to FMAAA guidelines.

**BACKGROUND**

On January 4, 1994 Council gave authority to the Parks, After School, Recreation and Community Services Department to assume the site management responsibility for the Senior Hot Meals Program from the Fresno County Economic Opportunities Commission (EOC). The City assumed the site management responsibility based upon the premise that there would be opportunities for program expansion through cost savings.



## APPENDIX B

### CERTIFICATION (CCC-1005)

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
CITY OF FRESNO	94-6000338
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
BRUCE A. RUDD, ASSISTANT CITY MANAGER/INTERIM PARCS DIRECTOR	
Date Executed	Executed in the County of
09/14/11	FRESNO

#### CONTRACTOR CERTIFICATION CLAUSES

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

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

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

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the FMAAA 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 FMAAA 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 FMAAA with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not a state agency or other governmental entity.



## APPENDIX C

### CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CERTIFICATION	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
<b>CONTRACTOR/VENDOR NAME:</b>  <div style="text-align: center;">City of Fresno</div>	<b>CONTRACT NUMBER:</b>  <div style="text-align: center;">12-0310</div>
<b>AUTHORIZED SIGNATURE:</b>  	<b>PRINTED NAME AND TITLE OF PERSON SIGNING:</b> Shaun Schaefer Community Recreation Supervisor
<p><b>In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., California Department of Aging (CDA) Management Memo 06-12 and CDA Budget Letter 06-34, the Fresno-Madera Area Agency on Aging (FMAAA) hereby requires the Contractor/Vendor to certify that:</b></p> <ul style="list-style-type: none"> <li>• The Contractor/Vendor will provide annual confidentiality training for all employees and volunteers who handle personal, sensitive, or confidential information, as per Article II, Sections D.4.a through D.4.c of this Agreement.</li> <li>• Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.</li> <li>• All access codes which allow access to confidential information will be properly safeguarded.</li> <li>• Activities by any individual or entity that is suspected of compromising confidential information will be reported to the FMAAA by completing CDA Form 1025, Security Incident Report.</li> <li>• Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.</li> <li>• Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.</li> <li>• Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with the FMAAA.</li> <li>• The FMAAA or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.</li> </ul>	

## APPENDIX C

### CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

- I agree to protect the following types of confidential information which include, but are not limited to:
  - Social Security number.
  - Medical information.
  - Claimant and employer information.
  - Driver's License information.
  - Information about individuals that relates to their personal life or identifies or describes an individual.
  - Other agencies' confidential and proprietary information.
  - Criteria used for initiating audit selection.
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.).
  - Any other information that is considered proprietary, a copyright, or otherwise protected by law or contract.
  
- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing, or modifying information only for the purpose of performing official duties.
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason.
  - Securing confidential information in approved locations.
  - Never removing confidential information from the work site without authorization.

## APPENDIX D

### METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance will be in force during this Agreement. Please place an **X** in the appropriate box:

- An independent audit performed to comply with the provisions of OMB Circular A-133 shall be submitted to the FMAAA.
- An independent audit shall be performed and a copy will be submitted to the FMAAA.
- All supporting documentation shall be submitted to the FMAAA for review along with any request for reimbursement.

Enter Fiscal Year Ending Date →

JUNE	30	2012
Month	Day	Year



## APPENDIX E List of Required Reports

Fiscal Reports			
Report	Service(s)	Frequency	Due to FMAAA
Quarterly Report of Expenditures and Donations Revenue (Form 151)	<ul style="list-style-type: none"> <li>• Title III Funded Services</li> <li>• Title VII Funded Services</li> </ul>	Quarterly	<ul style="list-style-type: none"> <li>• October 15<sup>th</sup></li> <li>• January 15<sup>th</sup></li> <li>• April 15<sup>th</sup></li> <li>• July 15<sup>th</sup></li> </ul>
Final Budget Revisions	All Funded Services	Annually	March 15 <sup>th</sup>
Annual Expenditure Close Out Report	All Funded Services	Annually	August 15 <sup>th</sup>
Report of Property Furnished/ Purchased with Contract Funds (Form FMAAA 32)	All Funded Services	Annually	August 15 <sup>th</sup>
Copy of Audit (as required by contract)	All Funded Services	Annually	Within 30 days after receipt of the auditor's report, or nine months after the end of the audit period, whichever is earliest
Property Survey Report (FMAAA STD 152)	All Funded Services	Ongoing	Within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used
Monthly Report of Expenditures/Request for Funds (CDA 245)	Health Insurance Counseling and Advocacy Program (HICAP)	Monthly	15 <sup>th</sup> day of each month
Monthly Report of Expenditures/Request for Funds (CDA 245 2M)	Medicare Improvements for Patients and Providers Act (MIPPA) Services-"2 MIPPA"	Monthly	15 <sup>th</sup> day of each month
Ombudsman Initiative Monthly Expenditure Report and Request for Funds (CDA-OMB-300)	Ombudsman Initiative	Monthly	15 <sup>th</sup> day of each month
Title III E Monthly Report of Expenditures	Title III E Family Caregiver Support Program (FCSP) Services	Monthly	15 <sup>th</sup> day of each month

Program Reports – Elderly Nutrition Program			
Report	Service(s)	Frequency	Due to FMAAA
Q Monthly Service Roster	<ul style="list-style-type: none"> <li>Congregate Meals</li> </ul>	Monthly	7 <sup>th</sup> working day of each month
Sign-In Sheet	<ul style="list-style-type: none"> <li>Congregate Meals</li> </ul>	Complete Daily; submit Monthly with Q Monthly Service Roster	7 <sup>th</sup> working day of each month
Client Intake Form-- Senior Congregate Nutrition Program (Form FMAAA C1)	<ul style="list-style-type: none"> <li>Congregate Meals</li> <li>Nutrition Counseling</li> </ul>	<ul style="list-style-type: none"> <li>First time client receives a meal or nutrition counseling</li> <li>Once each fiscal year thereafter (reassessment)</li> </ul>	<ul style="list-style-type: none"> <li>7<sup>th</sup> working day of each month with Q Monthly Service Roster</li> <li>Reassessments: Submit as completed</li> </ul>
Client Intake Form (Form FMAAA 100-1)	<ul style="list-style-type: none"> <li>Home-Delivered Meals</li> <li>Nutrition Counseling</li> </ul>	<ul style="list-style-type: none"> <li>First time client receives a meal or nutrition counseling</li> <li>Quarterly each fiscal year thereafter (reassessment)</li> </ul>	<ul style="list-style-type: none"> <li>Same week client is to begin receiving meals</li> <li>Reassessments: Submit as completed</li> </ul>
Nutrition Volunteer Summary Report (FMAAA V01)	<ul style="list-style-type: none"> <li>Congregate Meals</li> </ul>	Monthly	7 <sup>th</sup> working day of each month with Q Monthly Service Roster
Client Deactivation Request	<ul style="list-style-type: none"> <li>Congregate Meals</li> </ul>	Monthly	7 <sup>th</sup> working day of each month with Q Monthly Service Roster
Food Preparation Center Food Service Check Sheet	<ul style="list-style-type: none"> <li>Congregate Meals</li> </ul>	Monthly	7 <sup>th</sup> working day of each month

Program Reports – Title III B Supportive Services			
Report	Service(s)	Frequency	Due to FMAAA
Monthly Service Unit Report (Form 186)	All Title III B Services	Monthly	7 <sup>th</sup> working day of each month
Q Monthly Service Roster	Adult Day Care	Monthly	7 <sup>th</sup> working day of each month
California Legal Services Quarterly Aggregate Report Form (CDA 1022)	Legal Services	Quarterly	15 <sup>th</sup> of the month following the end of the quarter
Client Intake Form (Form FMAAA 100-2)	Adult Day Care	<ul style="list-style-type: none"> <li>First time client receives service</li> <li>Once each fiscal year thereafter (reassessment)</li> </ul>	<ul style="list-style-type: none"> <li>7<sup>th</sup> working day of each month with Q Monthly Service Roster</li> <li>Reassessments: Submit as completed</li> </ul>
Client Deactivation Request	Adult Day Care	Monthly	7 <sup>th</sup> working day of each month with Q Monthly Service Roster

Program Reports – Title VII, Ombudsman, HICAP, and 2 MIPPA			
Report	Service(s)	Frequency	Due to FMAAA
Monthly Service Unit Report (Form 186)	<ul style="list-style-type: none"> <li>Elder Abuse Prevention, Education, &amp; Training</li> <li>Long-Term Care Ombudsman Program Services</li> <li>HICAP Services</li> <li>2 MIPPA Services</li> </ul>	Monthly	7 <sup>th</sup> working day of each month
Elder Abuse Prevention Quarterly Activity Report (CDA 1037)	<ul style="list-style-type: none"> <li>Elder Abuse Prevention, Education, &amp; Training</li> </ul>	Quarterly	15 <sup>th</sup> of the month following the end of the quarter
Quarterly HICAP Data Report (generated from SHARP system)	<ul style="list-style-type: none"> <li>HICAP Services</li> </ul>	Quarterly	10 <sup>th</sup> of the month following the end of the quarter
MIPPA Monthly Reporting Tool	<ul style="list-style-type: none"> <li>2 MIPPA Services</li> </ul>	Monthly	7 <sup>th</sup> working day of each month
National Ombudsman Reporting System (NORS) Quarterly Report	<ul style="list-style-type: none"> <li>Long-Term Care Ombudsman Program Services</li> </ul>	Quarterly	Last working day of the month following the end of the quarter
NORS Annual Report	<ul style="list-style-type: none"> <li>Long-Term Care Ombudsman Program Services</li> </ul>	Annually	August 30 <sup>th</sup> of each year



## APPENDIX F

### DUE DATES FOR SCHEDULED REPORTS - FISCAL YEAR 2011-2012

#### Fiscal Reports

<b>Quarterly Report of Expenditures and Donations Revenue</b> <i>(*Excluding FCSP, HICAP, MIPPA, &amp; Ombudsman – See Bottom of Page)</i>			
Report Month	Due to FMAAA	Payment Date	Condition for Payment
July 2011	-----	8/20/11	-----
August 2011	-----	9/20/11	-----
September 2011	10/15/11	10/20/11	1 <sup>st</sup> quarter report received by due date.
October 2011	-----	11/20/11	1 <sup>st</sup> quarter report is accurate.
November 2011	-----	12/20/11	-----
December 2011	1/15/12	1/20/12	2 <sup>nd</sup> quarter report received by due date.
January 2012	-----	2/20/12	2 <sup>nd</sup> quarter report is accurate.
February 2012	-----	3/20/12	-----
March 2012	4/15/12	4/20/12	3 <sup>rd</sup> quarter report received by due date.
April 2012	-----	5/20/12	3 <sup>rd</sup> quarter report is accurate.
May 2012	-----	6/20/12	-----
June 2012	7/15/12	7/20/12	Final Close Out Report is accurate.

*Payment will not be scheduled for the payment date shown if the report(s) submitted are not accurate and received at the FMAAA by 5:00 p.m. on the due date shown above. All subsequent payment(s) may be held until such time as the reporting requirement(s) have been met. Payments are made on or about the 20<sup>th</sup> of the month. If the scheduled payment date falls on a holiday or a weekend, payment will be made on the next working day.*

#### **Due to FMAAA by August 15, 2012:**

- Annual Expenditure Close Out Report
- Report of Property Furnished/Purchased with Contract Funds (FMAAA 32)

#### **\*Due to FMAAA by the 15th of each month following the report month:**

- Monthly Report of Expenditures/Request for Funds (CDA 245):  
Health Insurance Counseling and Advocacy Program (HICAP)
- Monthly Report of Expenditures/Request for Funds (CDA 245m):  
Medicare Improvements for Patients and Providers Act (MIPPA)
- Ombudsman Initiative Monthly Expenditure Report and Request for Funds  
(CDA-OMB-300)
- Title III E Monthly Report of Expenditures: Family Caregiver Support Program (FCSP)

**DUE DATES FOR SCHEDULED REPORTS - FISCAL YEAR 2011-2012**

**Program Reports**

**Due to FMAAA by the 7<sup>th</sup> working day of each month:**

- Monthly Service Unit Report
- Adult Day Care, Congregate Meals, & Home-Delivered Meals:
  - Q Monthly Service Roster and Associated Client Intake Forms
  - Client Deactivation Request
- Congregate Meals:
  - Nutrition Volunteer Summary Report
  - Daily Sign-In Sheets
  - Food Preparation Center Food Service Check Sheet
- MIPPA Monthly Reporting Tool

Report Month	Due to FMAAA
July 2011	8/11/11
August 2011	9/11/11
September 2011	10/11/11
October 2011	11/9/11
November 2011	12/9/11
December 2011	1/11/12

Report Month	Due to FMAAA
January 2012	2/9/12
February 2012	3/9/12
March 2012	4/12/12
April 2012	5/10/12
May 2012	6/9/12
June 2012	7/12/12

**Due to FMAAA by October 10, 2011, and January 10, April 10, and July 10, 2012:**

- Quarterly HICAP Data Report (See HICAP Exhibit A, Part IV)

**Due to FMAAA by October 15, 2011, and January 14, April 15, and July 15, 2012:**

- California Legal Services Quarterly Aggregate Report (CDA 1022)
- Elder Abuse Prevention Quarterly Activity Report (CDA 1037)

**Due to FMAAA by October 31, 2011, and January 31, April 30, and July 31, 2012:**

- Copy of National Ombudsman Reporting System (NORS) Quarterly Report

**Due to FMAAA by August 30, 2012:**

- Copy of National Ombudsman Reporting System (NORS) Annual Report

## APPENDIX G

### POLICY REGARDING EXECUTION OF CONTRACTS

1. Time is of the essence in this Agreement.
2. All contracts must be signed and returned to the FMAAA within forty-five (45) days of the date on the contract cover letter.
3. 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 FMAAA Governing Board. The FMAAA will send a *Notification of Termination of Negotiations* to the non-responsive contractor/service provider on the 46th day from the date of the contract cover letter by certified mail.
4. A copy of the *FMAAA Appeal Procedure for Service Providers*, Appendix I, will be sent with the letter.



## APPENDIX H

### SANCTION POLICY

#### I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 74.14 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the FMAAA may consider an Agreement with a Contractor to be at-risk if the FMAAA 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 VII, Paragraph E 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 FMAAA are not provided by the due date;
  - 3. Corrective action plans are not implemented by the due date;
  - 4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

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

## II. Sanctions

The FMAAA 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 FMAAA, with the exception of Item II.G above, which requires approval by the FMAAA Governing Board.

For sanctions identified in Items II.A through II.F above, the FMAAA 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 FMAAA 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 FMAAA will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

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

- C. The effective date of the sanctions;
- D. The legal or contractual citation upon which the sanction is based;
- E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and
- F. The FMAAA'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 FMAAA may proceed to terminate the Agreement with the Contractor, in accordance with Article XVII of this Agreement, *Termination*.



# APPENDIX I

## 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 (FMAAA). The actions below shall be considered adverse determinations that are subject to appeal:
1. Denial of an application to provide services;
  2. Termination of an Agreement;
  3. Refusal to renew an Agreement; or
  4. Imposition of sanctions.

### II. Method of Notification

- A. The service provider shall provide notification of appeals, and the FMAAA shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested, or by personal delivery in writing.
- B. Notices to the FMAAA shall be addressed to the Fresno-Madera Area Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.
- C. The FMAAA 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 FMAAA, the FMAAA shall transmit a copy of the notification to the address contained on page 1 of the Agreement.
- D. The FMAAA 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 FMAAA within ten (10) business days of the FMAAA'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 FMAAA is appealed, and must be accompanied by all supporting documents.

- B. The Executive Director of the FMAAA 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 FMAAA's position and specify applicable sections of the service provider's Agreement with the FMAAA, government regulations, government statutes, or other provisions relied upon.
- C. If the service provider is dissatisfied with the FMAAA Executive Director's determination, the service provider may appeal to the Executive Committee of the FMAAA Governing Board within ten (10) business days of the date of the FMAAA 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 FMAAA 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 FMAAA Executive Director;
  - 2. Determine if the appeal should be denied, or if a recommendation should be made to the full FMAAA Governing Board at its next scheduled meeting to take action to grant the appeal; and
  - 3. Provide written notification of its determination to the service provider.
- E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full FMAAA 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 FMAAA Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:
  - 1. The FMAAA 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 FMAAA Governing Board. The service provider must request the hearing

within ten (10) business days of the date of the notification of the FMAAA 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 FMAAA Governing Board, the FMAAA will place the hearing on the agenda of the next regularly scheduled meeting of the FMAAA Governing Board, and provide the service provider with a copy of the published agenda.
1. The hearing before the FMAAA Governing Board shall consist of:
    - a) Receipt and review of all previously submitted documents concerning the appeal;
    - b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;
    - c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and
    - d) An oral presentation by the FMAAA Executive Director and/or FMAAA staff, not to exceed 30 minutes.
  2. At the conclusion of the hearing, the FMAAA Governing Board shall vote to accept or deny the service provider's appeal.
    - a) If the appeal is denied, the FMAAA 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 FMAAA and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.



## Appendix J

### Fresno-Madera Area Agency on Aging Contact List for Service Providers

**Address: 3837 N. Clark St., Fresno, CA 93726**

<b>Administration and Finance Department</b>				
<b>Contact</b>	<b>Title</b>	<b>Phone*</b>	<b>E-mail</b>	<b>Fax*</b>
<b>Linda Descoteaux</b> <ul style="list-style-type: none"> <li>• Area Plan</li> <li>• Contracts (program questions)</li> <li>• Service unit planning &amp; performance</li> </ul>	<b>Administrative Manager</b>	<b>453-6494</b>	<b>ldescoteaux@fmaaa.org</b> <ul style="list-style-type: none"> <li>• Q Care Access password, system problems, &amp; technical assistance</li> </ul>	<b>453-4776</b>
<b>Bonnie Audas</b> <ul style="list-style-type: none"> <li>• Contracts (budget questions)</li> <li>• Quarterly Reports of Expenditures and Donation Revenue</li> <li>• Financial close-out reports</li> </ul>	<b>Accounting Technician</b>	<b>453-6494</b>	<b>baudas@fmaaa.org</b> <ul style="list-style-type: none"> <li>• Monthly payments to service providers</li> <li>• Fiscal Monitoring</li> </ul>	<b>453-4776</b>
<b>Aaron Mason</b> <ul style="list-style-type: none"> <li>• Congregate Meal site rosters</li> <li>• Monthly Service Unit Report</li> <li>• Nutrition Volunteer Summary Report</li> </ul>	<b>Administrative Analyst</b>	<b>453-6494</b>	<b>amason@fmaaa.org</b> <ul style="list-style-type: none"> <li>• Client Intake Forms: Congregate Meals, Home-Delivered Meals, Adult Day Care</li> </ul>	<b>453-4776</b>
<b>Direct Services Department</b>				
<b>Contact</b>	<b>Title</b>	<b>Phone*</b>	<b>E-mail</b>	<b>Fax*</b>
<b>Renetta Helms</b> <ul style="list-style-type: none"> <li>• Congregate Meal menus</li> <li>• Congregate Nutrition Site procedures</li> <li>• Home-Delivered Meal menus</li> </ul>	<b>Registered Dietician</b>	<b>453-4405</b>	<b>rhelms@fmaaa.org</b> <ul style="list-style-type: none"> <li>• Nutrition education &amp; counseling</li> <li>• Nutrition Site food safety</li> <li>• Nutrition Site program monitoring</li> </ul>	<b>453-8200</b>
<b>Stephanie Jenkins</b> <ul style="list-style-type: none"> <li>• Congregate Meal menus</li> <li>• Congregate Nutrition Site procedures</li> <li>• Daily Congregate Meal Counts</li> </ul>	<b>Program Coordinator</b>	<b>453-4405</b>	<b>sjenkins@fmaaa.org</b> <ul style="list-style-type: none"> <li>• Nutrition supply order forms</li> <li>• Nutrition Site food safety</li> <li>• Nutrition Site program monitoring</li> </ul>	<b>453-8200</b>
<b>Cory Scholtes</b> <ul style="list-style-type: none"> <li>• Intake forms, eligibility, application status, and assessments for Home-Delivered Meal (HDM) clients residing in Fresno</li> <li>• HDM missed deliveries</li> </ul>	<b>Program Coordinator</b>	<b>453-4405</b>	 <ul style="list-style-type: none"> <li>• Discontinue or restart HDM</li> <li>• HDM Short-Term Temporary (STT) Program</li> <li>• HDM contribution policy</li> </ul>	<b>453-8200</b>

\*Area Code is 559 for all phone and fax numbers listed.



## Appendix K

### Fresno-Madera Area Agency on Aging Emergency Contact Information

Information and Assistance:	(559) 453-4405 (800) 510-2020
-----------------------------	----------------------------------

Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 453-4405
Cell Phone:	(559) 647-3511
Residence Address:	PO Box 28093 Fresno, CA 93729
After Hours Phone:	(559) 930-5847

Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 453-6494
Cell Phone:	(559) 708-1088
Residence Address:	2942 E. Swift Ave. Fresno, CA 93726
Residence Phone:	(559) 222-1468



## Exhibit A

### TITLE III PROGRAM EXHIBIT Title III C – Elderly Nutrition Program Site Management

#### I. Definitions Specific to Title III Programs:

- A. **Program Requirements** is defined as Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058); Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq.; California Department on Aging Program Memoranda; and state and federal laws.
- B. **Title III C1 Congregate Nutrition Services** is defined as nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the Dietary Guidelines for Americans, 2010.
- C. **Title III C2 Home-Delivered Nutrition Services** is defined as nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the Dietary Guidelines for Americans, 2010.
- D. **Eligible Service Population** is defined as individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a) (2) (E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].
- E. **Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

- F. CRFC means the California Retail Food Code, which is a uniform statewide health and sanitation standard for food facilities, found in Section 113700 et seq., California Health and Safety Code.
- G. Urban, for purposes of this Agreement, is defined as: 1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000; and 2) and incorporated place or a census designated place with 20,000 or more inhabitants. A rural area is any area that is not defined as urban.
- H. Eligible Participant is defined as:
1. Congregate Meals: Individuals eligible to receive a meal at a congregate nutrition site are:
    - a. Any older individual (sixty (60) years of age or older).
    - b. The spouse of any older individual.
    - c. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    - d. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
  2. Home-Delivered Meals: Individuals eligible to receive a home-delivered meal are:
    - a. Any older individual who is frail and homebound by reason of illness, disability, or isolation.
    - b. A spouse of a person in item H.1.a. above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
    - c. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
    - d. Priority shall be given to older individuals in item H.1.a. above.
  3. Volunteer Meals
    - a. A volunteer under age sixty (60) may be offered a meal if doing so will not deprive an older individual of a meal.
    - b. A written policy for providing and accounting for volunteer meals shall be developed and implemented.

- I. **Current Meal Rate** is defined as the current vendor meal rate plus an additional amount established by the FMAAA 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 Dietary Guidelines for Americans, 2010.
- K. **Volunteer** means an individual who provides services without pay, but may receive reimbursement for expenses, and who has been provided with orientation and training in compliance with Title 22, CCR, Section 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 II of this Agreement.

### A. **Assurances**

- 1. The service provider will comply with all the Program Requirements and those required under the California Retail Food Code (CRFC).
- 2. Meal Count Allocation
  - a. The service provider will be charged at the current established meal rate for all meals ordered in excess of the number of eligible meals served to the Eligible Participants within the Title III C program. Participant eligibility is as defined in Title 22, CCR, Article 5, Section 7638.7.
  - b. The service provider may, at the option of FMAAA, be held financially responsible (at the current meal rate) for all meals ordered which exceed the annual allocation for that site. The FMAAA 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 Dietary Guidelines for Americans, 2010, are allowable and counted as meals served.

3. Site Management Responsibilities

In compliance with Title 22, CCR, Article 5, and the FMAAA Nutrition Policies and Procedure Manual, 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 previous service day;
- c. Monitor daily meal service numbers to maintain total monthly meals ordered near or at allocation level stated in this Agreement (however, this is not to be construed that the service provider is precluded from serving above the allocation level by using donations or other sources of revenue to supplement the number of meals supported by this Agreement);
- d. Comply with all Title III C Program and CRFC requirements for client eligibility, and meal service safety and sanitation practices;
- e. Maintain separate and verifiable records of all program income and expenses for Congregate (C1) and Home-Delivered (C2) meals (all donations received from C1 clients must be expended on C1 costs, and all donations received from C2 clients must be expended on C2 costs);
- f. Assess new and continuing home-delivered meal clients for program eligibility. Reassessments of home-delivered meal clients are to be completed quarterly, alternating two in-home visits per year with two telephone reassessments;
- g. Assess new and continuing Congregate Meals clients for program eligibility. Congregate Meals client reassessments are to be conducted at least once during each fiscal year.
- h. Maintain client records in a safe and confidential manner;
- i. Recruit volunteers as needed to provide in-center services for the Congregate (C1) and Home-Delivered (C2) Meals programs, and provide orientation, training, and supervision. A minimum of four hours of training shall be provided

annually for all volunteer food service staff, to include, at a minimum:

- i) Food safety, prevention of foodborne illness, and Hazard Analysis and Critical Control Points (HACCP) principles.
  - ii) Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
- j. Identify and make known available services to eligible individuals through outreach efforts in their community;
  - k. Attend FMAAA Site Management in-service training meetings as required;
  - l. Comply with all FMAAA monthly memos and other FMAAA 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, and be legible and easy to read in the language of the majority of the participants;
  - o. Not preclude the service of a congregate meal to a participant who has failed to make a reservation, when food is available;
  - p. Have a paid staff member, or volunteer, designated to be responsible for the day-to-day activities at each congregate meal site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place;
  - q. Have restrooms, lighting, and ventilation which meet the requirements of the CRFC;
  - r. Include procedures for obtaining the views of Congregate Meals Program participants about the services received;
  - s. Have equipment at congregate meal sites, including tables and chairs, that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization;
  - t. Provide a welcoming, pleasant dining environment for congregate meals that affords older adults an opportunity for socialization with their peers and enhancement of a healthy and enriching lifestyle; and

- u. Observe any physical or emotional changes in participants' conditions and report any cases of known or suspected elder abuse to Adult Protective Services.

**III. Additional Assurances**

- A. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.
- B. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement.
- C. All reports required by the FMAAA must be submitted by the due dates listed in Appendix F of this Agreement.
- D. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.

**IV. Approved Holidays for Nutrition Sites**

There are a total of nine recognized holidays (10 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	Monday, July 4, 2011
Labor Day	Monday, September 5, 2011
Veterans Day	Friday, November 11, 2011
Thanksgiving Holiday	Thursday, November 24, 2011 and Friday, November 25, 2011
Christmas Day (observed)	Monday, December 26, 2011
New Years Day (observed)	Monday, January 2, 2012
Martin Luther King Jr. Day	Monday, January 16, 2012
Presidents Day	Monday, February 20, 2012
Memorial Day	Monday, May 28, 2012

**FRESNO-MAADERA AREA AGENCY ON AGING  
PERSONNEL BUDGET DETAIL 2011-2012**

**CONTRACTING AGENCY:** City of Fresno  
**PROGRAM:** Title III-C1 Site Management

**CONTRACT #:** 12-0310  
**REVISION NO:**

A. POSITION TITLE	B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROG	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS	
1. Community Recreation Sup II	100.0%	59,000	50.0%	5,000	5,000		19,500		29,500	
2. Community Recreation Sup I	100.0%	42,000	50.0%	5,000	5,000		11,000		21,000	
3. Services Aide - Clerical	100.0%	28,080	25.0%		2,000		5,020		7,020	
4. FMAAA Site Coordinators (9)	50.0%	112,500	100.0%	40,626	10,000		61,874		112,500	
5. City Site Coordinators (6)	50.0%	77,675	100.0%				77,675		77,675	
6. Compliance Site Monitor	75.0%	23,400	75.0%		5,000		12,550		17,550	
7.		Salary								
8.		Salary								
9.		Salary								
10.		Salary								
<b>Total Salaries</b>				<i>Page 2 Line 1 a ----&gt;</i>						265,245
<b>Total Payroll Taxes</b>				<i>Page 2 Line 1 b ----&gt;</i>						19,000
<b>Total Benefits</b>				<i>Page 2 Line 1 c ----&gt;</i>						29,050
<b>TOTAL PERSONNEL COSTS</b>				<i>Page 2 Line 1 ----&gt;</i>						313,295

*NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.*

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND



**FRESNO-MADERA AREA AGENCY ON AGING  
PROGRAM BUDGET BY INCOME SOURCE: 2011-2012**

CONTRACTING AGENCY: City of Fresno  
 PROGRAM: Title III-CI Site Management

CONTRACT NO: 12-0310  
 REVISION NO: \_\_\_\_\_

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON- MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
<b>I. SALARIES &amp; BENEFITS</b>							
a. Salaries	50,626	27,000		187,619		265,245	
b. Payroll Taxes	2,000	1,000		16,000		19,000	
c. Employee Benefits & Work. Comp.	3,000	10,000		16,050		29,050	
<b>I. PERSONNEL COSTS</b>	55,626	38,000		219,669		313,295	
<b>2. TRAVEL AND TRAINING</b>							
a. Staff Travel				1,000		1,000	
b. Volunteer Travel							
c. Training				1,600		1,600	
<b>2. TRAVEL &amp; TRAINING</b>				2,600		2,600	
<b>3. EQUIPMENT PURCHASE</b>							
<b>4. CONSULTANTS</b>							
<b>5. MEALS</b>							
		3,000		42,000		45,000	
<b>6. PROGRAM/SITE SUPPLIES</b>							
<b>7. OTHER COSTS:</b>							
a. Liability Insurance				22,000		22,000	
b. Telephone				200		200	
c. Office Supplies				6,200		6,200	
d. Postage				3,600		3,600	
e. Building Rent				5,100		5,100	
f. Building Maintenance				4,000		4,000	
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n. Outside Services							
o. Finger Printing							
<b>7. OTHER COSTS</b>				19,100		19,100	
<b>TOTAL DIRECT COSTS</b>	55,626	41,000		305,369		401,995	
<b>8. INDIRECT COSTS (Attach narrative)</b>							
<b>TOTAL COSTS</b>	55,626	41,000		305,369		401,995	



**FRESNO-MADERA AREA AGENCY ON AGING  
SCHEDULE OF FUNDING SOURCES FOR FY 2011-2012**

CONTRACTING AGENCY: \_\_\_\_\_ City of Fresno  
 PROGRAM: \_\_\_\_\_ Title III-C1 Site Management

CONTRACT NO: 12-0310  
 REVISION NO: \_\_\_\_\_

	PROGRAM	
	B. CASH	C. IN-KIND
<b>1. FMAAA Grant</b>	55,626	
<b>2. Donations:</b>		
Current Year Program Donations	41,000	
Deferred Donations		
<b>3. Home-Delivered Nutrition (C-2) Donations:</b>		
Current Year Home-Delivered Nutrition (C-2) Donations		
Deferred Home-Delivered Nutrition (C-2) Donations		
<b>4. Matching Funds (List Source):</b>		
a. City of Fresno CDBG	305,369	
b.		
c.		
d.		
<b>5. Non-Matching Funds [Federal Funds/Other Program Match] (List Source):</b>		
a.		
b.		
c.		
<b>6. TOTAL COSTS</b>	401,995	

*[These totals must agree with the totals shown at the bottom of Page 2 column F and G]*



## Exhibit C

### ANNUAL SUMMARY OF ACTIVITIES

**PROGRAM:** Elderly Nutrition Program Site Management  
**SERVICE PROVIDER:** City of Fresno  
**CONTRACT NUMBER:** 12-0310  
**SITE:** See Exhibit C, Page 2  
**CONTRACT EFFECTIVE:** July 1, 2011 to June 30, 2012

**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.

<b>*JULY 2011 – JANUARY 2012 MEAL ALLOCATION</b>		
<b>MEAL TYPE</b>	<b>ALLOCATION</b>	<b>MEAL VALUE</b>
Congregate Meals	32,823	\$110,941.74

\*Meal allocations and values are presented for informational purposes only, and reflect meals scheduled for provision by the Fresno-Madera Area Agency on Aging (FMAAA) in your service area from July 2011 through January 2012. Any meals allocated but not served will revert to the FMAAA for reallocation. The FMAAA will determine allocations for February-June 2012 following review of actual meals served during the first six months of the contract period.



## Exhibit C

### ANNUAL SUMMARY OF ACTIVITIES

**PROGRAM:** Elderly Nutrition Program Site Management  
**SERVICE PROVIDER:** City of Fresno  
**CONTRACT NUMBER:** 12-0310  
**CONTRACT EFFECTIVE:** July 1, 2011 to June 30, 2012

<b>*JULY 2011 – JANUARY 2012 CONGREGATE MEAL ALLOCATIONS</b>	
<b>CITY OF FRESNO MEAL SITE</b>	<b>MEAL ALLOCATION</b>
F.I.R.M.	1,346
Fresno Learning Center	2,740
Glen Agnes Center	1,779
Highway City	1,936
Lafayette Center	1,878
Mosqueda Center	3,335
Pinedale Center	4,574
Senior Citizens Village	7,937
Ted C. Wills Center	7,298
<b>Total Congregate Meal Allocation, July 2011-January 2012:</b>	<b>32,823</b>

\*Meal allocations and values are presented for informational purposes only, and reflect meals scheduled for provision by the Fresno-Madera Area Agency on Aging (FMAAA) to the sites listed above from July 2011 through January 2012. Any meals allocated but not served will revert to the FMAAA for reallocation. The FMAAA will determine allocations for February-June 2012 following review of actual meals served during the first six months of the contract period.



Exhibit D

**PROGRAM COST EFFICIENCY**

Not Applicable -  
Elderly Nutrition Program Site Management Contract



## Exhibit E

### PROGRAM NARRATIVE

#### Part 1

- I. **AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS:** Briefly describe your agency's legal status, history, and qualifications to provide services to older individuals.

The City of Fresno is a government agency offering services to senior citizens since the mid 1970's. Fresno County Economic Opportunities Commission (FCEOC) administered the meal component and the Parks, Recreation and Community Services (PARCS) Department provided recreation activities. In 1994, the City Council approved for the City to assume the site management responsibility for the Senior Hot Meals Program in its entirety.

Potential Site Coordinators are recruited throughout the community, in addition to Fresno City College, California State University of Fresno and Fresno Pacific College. Individuals are interviewed and hired for employment by a Community Recreation Supervisor. After fingerprints clear through the Department of Justice the new employee is given an extensive orientation on the policy and procedures of the Senior Hot Meals Program and the PARCS Department.

The employee receives on-site training at a selected senior site on food sanitation and safety practices, performing general meal service duties, and maintaining accurate records and reports.

Site Coordinators are monitored for program compliance on a regular basis, and required to attend monthly staff meetings along with FMAAA quarterly staff meetings. The Coordinators are trained and certified in CPR/First Aid and Fresno County Food Service Sanitation.

- II. **SERVICE AREA:** Describe your agency's area of influence, listing the geographical area, and if applicable, specific sites to be served under the agency's contract with the FMAAA.

The City of Fresno provides Nutrition Site Management services at nine (9) locations: Fresno Interdenominational Refugee Ministries (F.I.R.M.); Learning Center at Masten Towers; Glen Agnes Senior Center; Highway City Neighborhood Center; Lafayette Neighborhood Park; Mosqueda Community Center; Pinedale Community Center; Senior Citizens Village; and Ted C. Wills Community Center.

→ **Attach a map showing the location(s) of services to the back of this exhibit.**

**III. LANGUAGE TRANSLATION NEEDS & PROVISIONS:** Describe the ability of your staff and volunteers to communicate with individuals who have limited English proficiency.

A. What languages, other than English, are spoken within the service area?  
Hmong, Spanish, Laotian, Italian, German, Russian, Armenian Chinese, Cambodian

B. What languages, other than English, do program staff speak?  
Spanish, Hmong, Laotian, and Cambodian

C. What languages, other than English, do volunteers speak?  
Spanish, Hmong, Laotian, Italian, Armenian, Chinese and German

D. How will individuals with limited English proficiency be provided with the contracted service(s)?  
Staff or volunteer fluent in respective language will translate or interpret documents, pamphlets, menus, presentations, and daily activities, and assist individuals with filling out forms.

E. What alternate sources exist to obtain interpretation services?  
Fresno Center for New Americans, FIRM, Fresno Metro Ministries, PARCS staff, local area non-profits.

**IV. CONFIDENTIALITY PROCEDURES:** Describe procedures that ensure confidentiality of client interviews and record keeping.

Participant interviews are conducted in private.

Nutrition program records, including the client intake form, client reassessments, and program reports, are filed and kept in a cabinet behind a locked door.

**Exhibit E**  
Part 2

**PROGRAM NARRATIVE**

<b>Contracted Program:</b>	Nutrition Site Management
----------------------------	---------------------------

- V. **PROGRAM DESCRIPTION:** Briefly provide a narrative description of the contracted program. List two or three accomplishments the contracted program achieved during the last fiscal year.

Description of Site Management Program:

The City of Fresno provides Congregate Nutrition Site Management at nine locations, offering a nutritious meal, social activities, educational presentations and resources to maintain and improve the physical, social and well being of older adults.

Fiscal Year 2010-2011 Accomplishment #1: Partnered with Fresno State University and provided a Health Scan and Fall Prevention Screening at Ted C. Wills Senior Site. Seniors were recruited from the nine contracted congregate nutrition sites, as well as the six congregate nutrition sites managed by the city.

Fiscal Year 2010-2011 Accomplishment #2: An Essential Service Health Fair & Food Distribution event was held at Mosqueda Community Center in October. Twenty organizations provided financial, health, educational and nutritional information to seniors. Healthy cooking demonstrations were done by Community Food Bank along with distribution of commodities and fresh produce.

- VI. **CASE STUDY:** Relate a story or case study about a client or participant that describes how **the contracted program** successfully met his/her need(s) during the last Agreement period. **Do not use the client's real name in the description.**

Group of Senior Women attending the Ted C. Wills Site offered this story:

"We all like to get out of the house for the friendship and good lunch we get at the Ted C. Wills Senior Center. The center has bingo, exercise, watercolor and ceramic activities that we have fun doing. Our ceramics instructor has really helped us with learning to paint our objects. She is also helping us to get our stuff entered in the Fresno Fair. We are hoping one of us will win a ribbon."

"We are looking forward to having more seniors come into the program and excited at the chance to start new friendships at the new Friendship Lunch."

<b>Contracted Program:</b>	Nutrition Site Management
----------------------------	---------------------------

**VII. STAFFING:**

- A. List Position Titles for positions funded by this grant. **All positions listed below must match the positions listed in the Personnel section of the budget.**

Position Title as Listed in Personnel Section of the Budget
Community Recreation Supervisor II
Community Recreation Supervisor I
Services Aide - Clerical
FMAAA Site Coordinators - 9
City of Fresno Site Coordinators - 6
Compliance Site Monitor

- B. Program Coordinator/Program Director Position

1. Specify the name, title, telephone number, and e-mail address of the person who is designated as the Program Coordinator or Program Director:

Shaun Schaefer	Community Recreation Supervisor II
<i>Name</i>	<i>Title</i>

(559) 621-2910	Shaun.Schaefer@fresno.gov
<i>Telephone Number</i>	<i>E-mail Address</i>

→ **Attach the following documents to the back of this exhibit:**

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

<b>Contracted Program:</b>	Nutrition Site Management
----------------------------	---------------------------

**VIII. SERVICE PROVIDER TIME FRAME:** Complete the table below for each contracted program. If multiple locations are served, and the schedule varies from one location to another, provide an explanation and a schedule for each location.

Day	Starting Time	Closing Time
Monday	10 AM	1 PM
Tuesday	10 AM	1 PM
Wednesday	10 AM	1 PM
Thursday	10 AM	1 PM
Friday	10 AM	1 PM
Saturday		
Sunday		

Month	Total Days Service to be Provided	Names and Dates of Holiday Closures <i>(i.e., Presidents Day, 2/21/2011)</i>
July 2011	20	Independence Day, 7/4/11
August 2011	23	
September 2011	21	Labor Day, 9/5/11
October 2011	21	
November 2011	19	Veterans Day, 11/11/11 Thanksgiving Holiday, 11/24/11, 11/25/11
December 2011	21	Christmas Day (observed), 12/26/11
January 2012	20	New Years Day (observed), 1/2/12 Martin Luther King Jr. Day, 1/16/12
February 2012	20	Presidents Day, 2/20/12
March 2012	22	
April 2012	21	
May 2012	22	Memorial Day, 5/28/12
June 2012	21	
<b>Total Days of Service to be Provided under this Agreement:</b>	<b>251</b>	

**IX. PROGRAM EVALUATION/IMPROVEMENT:**

List two (2) Outcomes and two (2) Outcome Indicators for **each contracted program**, following the guidelines provided on page 1 of this exhibit's instructions.

<b>Contracted Program:</b>	Nutrition Site Management
----------------------------	---------------------------

<b>Outcome #1:</b>	Older adults will experience decreased social isolation and enjoy new friendships through participation in the Congregate Nutrition Program.
<b>Outcome Indicator #1:</b>	Rosters for each meal site for the July 1, 2011 through June 30, 2012 will indicate that at least 65% of Congregate Meal Participants visited the site once a month.

<b>Outcome #2:</b>	Older adults participating in the Congregate Nutrition Program will maintain or improve their well-being through participation in the Congregate Nutrition Program.
<b>Outcome Indicator #2:</b>	The City of Fresno will enhance the Congregate Nutrition Program by offering weekly classes on Health, Nutrition and Exercise at three (3) sites for six (6) months during the July 1, 2011 through June 30, 2012 contract period. The classes will be scheduled directly before the meal is to encourage participation in the nutrition program. Surveys of individuals who participated in both the Congregate Nutrition Program and Weekly classes will indicate that a minimum of 50% have maintained or improved their well-being as a result of program participation.

**X. OUTREACH ACTIVITIES/TARGETING PLAN**

Describe two outreach activities for **each contracted program** for each quarterly period.

- Specifically state how the outreach activity will identify potential clients and encourage their use of existing services and benefits.
- Specify **which targeted group**, as listed under *Particular Emphasis* on page 2 of this exhibit's instructions, will be the focus of the activity.

<b>Contracted Program:</b>	Nutrition Site Management
----------------------------	---------------------------

<b>July through September</b>	
<b>Specific Outreach Activity</b>	<b>Targeted Group</b>
Have informational table at the September 17 <sup>th</sup> Senior Social Dance informing older adults about the benefits of the Congregate Nutrition Program.	Older adults in greatest social and economic need
Provide guest speaker in the area of Fall Prevention & Nutrition for Seniors and invite attendees to stay for a Congregate Meal.	Older adults with greatest social and economic need

<b>October through December</b>	
<b>Specific Outreach Activity</b>	<b>Targeted Group</b>
Set up information table at the November 19 <sup>th</sup> Senior Social Dance to inform older adults of the benefits of low calorie items served in the Congregate Nutrition Program.	Older adults with greatest social and economic need
Provide guest speaker on the topic of Exercise & Safety and invite attendees to stay for a Congregate Meal. Individual bilingual in English & Spanish will be present during the presentation for translation.	Older adults with limited English proficiency, ethnic minorities

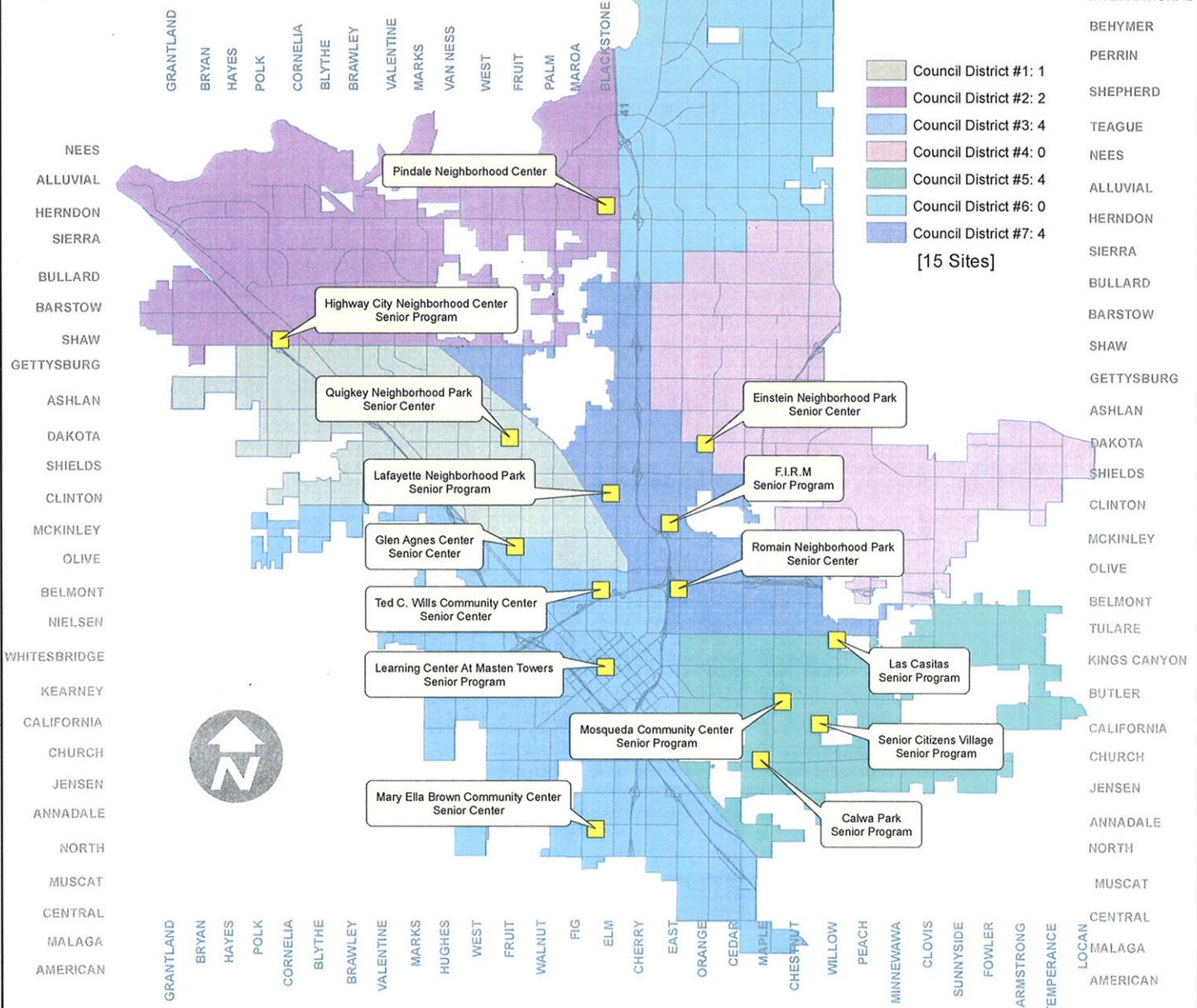
<b>January through March</b>	
<b>Specific Outreach Activity</b>	<b>Targeted Group</b>
Partner with Fresno Police Department to host an information table at the February 18, 2012 Senior Social Dance with information about auto theft, current scams, elder abuse, City programs, and services offered for older adults, including the Congregate Nutrition Program.	Older adults with greatest social and economic need
Host an exercise & nutrition based special event with an individual bilingual in English & Spanish. Healthy Lifestyles handouts will be provided in English & Spanish. Attendees will be invited to participate in the Congregate Nutrition Program.	Older adults with limited English proficiency, ethnic minorities

<b>April through June</b>	
<b>Specific Outreach Activity</b>	<b>Targeted Group</b>
Have information table at the June 16, 2012 Senior Social Dance with information about the benefits of gardening and the Congregate Nutrition Program.	Older adults with greatest social and economic need
Host a Health & Wellness event promoting a healthy lifestyle and invite attendees to stay for a Congregate Meal. Individual bilingual in English & Spanish will be present for translation. Healthy Lifestyles handouts will be provided in English & Spanish.	Older adults with limited English proficiency, ethnic minorities





# PARCS Senior Hot Meals And Recreation Program Sites



Location	Address	Location	Address
Calwa	4545 E Church Ave	Mary Ella Brown	1350 E Annadale Ave
Einstein	3566 E Dakota Ave	Mosqueda	4670 E Butler Ave
F.I.R.M	2970 E Weldon Ave	Pindedale	7170 N San Pablo Ave
Glen Agnes	603 W Home Ave	Quigley	808 W Dakota Ave
Highway City	5140 N State Ave	Romain	745 N First St
Lafayette	1516 E Princeton Ave	Senior Citizens Village	1917 S Chestnut Ave
Las Casitas	156 S Willow Ave	Ted C. Wills	770 N San Pablo Ave
Learning Center	1240 Broadway Plaza		



## COMMUNITY RECREATION SUPERVISOR II

### Class Definition

Under direction, supervises the day-to-day activities of one or more community centers or City-wide or District-wide community service or recreational programs.

### Distinguishing Characteristics

Community Recreation Supervisor II is a specialized, supervisory class in the Parks, Recreation, and Community Services Department. Incumbents supervise the day-to-day activities of one or more community centers or the social, recreational, cultural, senior citizens, therapeutic, and/or physical development programs provided to the community. These programs include civic/cultural arts, sports, after school recreation, counseling and/or workshops for youth, adults, and senior citizens. Incumbents are also given considerable latitude in accomplishing assignments. This class is distinguished from Community Recreation Supervisor I in that incumbents of the latter supervise the day-to-day activities of community centers, neighborhood parks, neighborhood centers, or a segment of the community service or recreational programs within established guidelines and procedures.

### Typical Tasks

(This list is neither inclusive nor exclusive. Consequently, this information may not reflect Essential Functions for this class.)

Plans, implements and evaluates community service programs.

Consults with administrative staff, school principals and various school officials regarding the provision of facilities, personnel, and programs utilizing school facilities.

Makes inspections of recreational facilities; reviews operating activity records and reports.

Evaluates programs to ascertain efficiency and effectiveness of personnel assigned and type of in-service training required; advises and instructs personnel on methods and techniques for improving programs.

Studies and makes recommendations on equipment and materials needed for various playgrounds, centers, pools and their programs.

Makes presentations before clubs and organizations regarding community service programs; assists organizations and civic groups in utilization of the programs and facilities offered by the City.

Orients, trains, assigns and evaluates subordinates.

Reviews programs with neighborhood councils and private agencies.

Acts as liaison between the division and various boards and commissions, and a variety of public and private agencies in co-sponsored programs.

Supervises and coordinates the activities and operations of a large community center or several smaller centers.

Prepares correspondence, informational statements, reports, and budget requests on the operations of a Community Center and/or program activities.

Supervises the collection and analysis of programmatic data and preparation of staff reports.

Issues permits for use of sports fields and tennis courts and secures permits for use of school facilities.

Assigns sports officials to league games and keeps records of leagues.

Performs related duties as required.

#### Knowledge, Abilities, and Skills

Knowledge of the principles, practices, procedures, and techniques employed in public recreation programs.

Knowledge of the purposes of clubs, centers or other units established to meet the leisure time and recreational needs of community groups including children, adults and senior citizens.

Knowledge of the methods involved in organizing, conducting and supervising recreation activities.

Knowledge of the facilities and equipment needed in a broad recreation program.

Knowledge of the principles of municipal administration and budgeting, and federal and state grant program rules and regulations.

Knowledge of first aid methods and safety precautions used in recreation work.

Ability to understand the various community social conditions throughout the City to determine special recreation needs.

Ability to train and supervise the personnel required to execute the authorized recreational programs.

Ability to establish and maintain effective working relationships.

Ability to speak and write clearly and concisely.

Ability to establish and maintain effective operating records and reports.

#### Minimum Qualifications

Graduation from an accredited college or university with a Bachelor's Degree in recreation, education, physical education, public administration, or related field; and two years of experience similar to that gained as a Community Recreation Supervisor I with the City of Fresno. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

**Shaun Schaefer**  
37101 Avenue 12 ¼ · Madera, CA. 93638  
(559) 645-1945  
Shaun.Schaefer@fresno.gov

## SUMMARY OF EXPERIENCE

- Ten years of full time recreation supervisory experience with the City of Fresno Parks, After School, Recreation and Community Services Department (PARCS), which included the specific programs of Community Science, Life and Environmental Science (LES), After School Recreation (ASR), Fresno Connect Computer Technology Labs, Fresno BEST, Academic Game Plan, Literacy, Aquatics, Neighborhood Parks, Therapeutic Recreation, Seniors, Volunteers, Adult and Youth Sports.
- Twenty years total experience with the City of Fresno PARCS Department.
- Skilled in program development, budgeting, implementation, operation, leading, organizing and control.
- Emphasis in developing partnerships and marketing strategies that increase participation and revenue, often utilizing creative approaches.

## PROFESIONAL EXPERIENCE

### **Recreation Supervisor Departmental positions held:**

City of Fresno Parks, After School, Recreation and Community Services Department, Fresno, CA 1997 – Present

### **Fresno Connect Technology Labs, After School Recreation, Fresno Best, Community Science, Life and Environmental Science, Mobile Science Vehicle, Senior Hot Meals Program, Aquatics, Literacy, and Academic Game Plan (Supervisor II)**

07/2006- Present

Manager of Mayoral Initiative Programs and 3 full time supervisors. Have forged partnerships with private and public sector agencies in science and technology that has led to large monetary acquisitions. Leadership in contract negotiations, managing budgets and creating new Department programs.

### **Youth Sports, Aquatics and CPR/First Aid Instruction**

11/2003 – 7/2006

Supervisor of 15 facilities, 125 lifeguard personnel staff, 10 pool managers and 2 aquatics coordinators. Leader in recruitment, hiring, training, management and evaluation. Core elements of the program include swim lessons, recreation swim, swim team, special events and training. Supervisor of fee based Youth Sports Program – Bitty Sports and CPR/FA instruction for the Department.

### **Senior Hot Meals, Therapeutics (TR) and Volunteer Program (Acting Supervisor II)**

02/2005 – 07/2005

Supervised 15 Senior Hot Meal sites including 20 part-time staff, 1 program coordinator and 1 senior trips coordinator. Good working knowledge of program policy and procedure and field requirements. Conducted monthly staff meetings in both Seniors and TR. Supervised monthly dances, special

events and trips. In TR I was responsible for the Head Trauma Program, Stroke Survivors, Creative Arts, Teen Time, Special Education classroom curriculum and involved in early implementation of the Volunteer Program.

**Neighborhood Parks (Supervisor I)**

11/2001 – 10/2003

Supervisor I in charge of North Area Recreation, programming at 2 community centers, Rotary Sports West, 5 neighborhood parks, and an assortment of unmanned parks. Direct Supervisor to 10 P/I Rec. Leaders. Conduct monthly staff meetings and site visitations. Site programming included daily, weekly and seasonal recreation activities. Conducted site and employee surveys and evaluations. Developed the Bitty Sports Program during this tenure. \* 1996 – 1997 Provisional Recreation Supervisor I in charge of programming in Northwest Area.

**Adult Sports (Supervisor I)**

08/1997 – 10/2001

Turned around struggling program in 7 months. Responsible for softball, flag football, soccer (indoor and outdoor), basketball and baseball programs. Recruited and heavily solicited local area adult sports teams to the program. Hired, trained, evaluated, and scheduled officials. Handled league and tournament programming, scheduling and disputes. Ran the MLK Basketball Tournament annually. Had over 700 Adult Sports participation teams annually. In charge of over 60 sports officials, 10 score keepers, 2 maintenance workers, and 2 program coordinators.

**EDUCATION**

California State University Fresno – Bachelors of Arts in English  
California State University Fresno – Minor in Business  
National University – Completed all class room curriculum towards secondary teaching credential (multiple subject)  
Fresno Pacific University – Working on M.A. in Leadership and Business Organization Management

**PROFESSIONAL DEVELOPMENT**

Profession related conferences and seminars  
PARCS internal and external training courses and resources  
American Red Cross Instructor Training (CPR, First-Aid, Lifeguarding)

**PROFESSIONAL AFFILIATIONS**

California Parks and Recreation Society (CPRS)  
Amateur Softball Association (ASA)  
Positive Coaching Alliance (PCA)  
San Joaquin Valley Officials Association (SJVOA)  
American Red Cross

**REFERENCES**

Available Upon Request

## Exhibit F

### Service Provider Emergency Resource Information

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

Organization	CITY OF FRESNO		
Site Name	CALWA		
Street Address	4545 E. CHURCH AVE.		
City/ST/Zip	FRESNO, CA 93725		

Primary Contact	SHAUN SCHAEFER		
Job Title	COMMUNITY RECREATION SUPERVISOR II	E-mail	Shaun.Schaefer@fresno.gov
Office Phone	(559) 621-2910	Cell Phone	(559) 696-7899

Secondary Contact:	PAUL MELIKIAN		
Job Title	ADMINISTRATIVE MANAGER	E-mail	Paul.Melikian@fresno.gov
Office Phone	(559) 621-2912	Cell Phone	

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

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	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?	150
How many days can this facility function using its back-up power source?	UNKNOWN
How many gallons of water are stored on-site as an emergency supply?	NONE

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



## Exhibit F

### Service Provider Emergency Resource Information

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

Organization	<b>CITY OF FRESNO</b>
Site Name	<b>EINSTEIN</b>
Street Address	<b>3566 E. DAKOTA AVE.</b>
City/ST/Zip	<b>FRESNO, CA 93726</b>

Primary Contact	<b>SHAUN SCHAEFER</b>		
Job Title	<b>COMMUNITY RECREATION SUPERVISOR II</b>	E-mail	<b>Shaun.Schaefer@fresno.gov</b>
Office Phone	<b>(559) 621-2910</b>	Cell Phone	<b>(559) 696-7899</b>

Secondary Contact:	<b>PAUL MELIKIAN</b>		
Job Title	<b>ADMINISTRATIVE MANAGER</b>	E-mail	<b>Paul.Melikian@fresno.gov</b>
Office Phone	<b>(559) 621-2912</b>	Cell Phone	

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

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

How many people can this facility provide emergency shelter for?	<b>60</b>
How many days can this facility function using its back-up power source?	<b>UNKNOWN</b>
How many gallons of water are stored on-site as an emergency supply?	<b>NONE</b>

Please list any additional services your site can provide in the event of a disaster:	<b>UNKNOWN</b>
---------------------------------------------------------------------------------------	----------------



## Exhibit F

### Service Provider Emergency Resource Information

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

Organization	<b>CITY OF FRESNO</b>
Site Name	<b>F.I.R.M.</b>
Street Address	<b>1940 N. FRESNO ST.</b>
City/ST/Zip	<b>FRESNO, CA 93703</b>

Primary Contact	<b>SHAUN SCHAEFER</b>		
Job Title	COMMUNITY RECREATION SUPERVISOR II	E-mail	<b>Shaun.Schaefer@fresno.gov</b>
Office Phone	<b>(559) 621-2910</b>	Cell Phone	<b>(559) 696-7899</b>

Secondary Contact:	<b>PAUL MELIKIAN</b>		
Job Title	<b>ADMINISTRATIVE MANAGER</b>	E-mail	<b>Paul.Melikian@fresno.gov</b>
Office Phone	<b>(559) 621-2912</b>	Cell Phone	

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

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

How many people can this facility provide emergency shelter for?	<b>60</b>
How many days can this facility function using its back-up power source?	<b>UNKNOWN</b>
How many gallons of water are stored on-site as an emergency supply?	<b>NONE</b>

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



## Exhibit F

### Service Provider Emergency Resource Information

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

Organization	<b>CITY OF FRESNO</b>
Site Name	<b>GLEN AGNES</b>
Street Address	<b>603 W. HOME AVE.</b>
City/ST/Zip	<b>FRESNO, CA 93725</b>

Primary Contact	<b>SHAUN SCHAEFER</b>		
Job Title	COMMUNITY RECREATION SUPERVISOR II	E-mail	<b>Shaun.Schaefer@fresno.gov</b>
Office Phone	<b>(559) 621-2910</b>	Cell Phone	<b>(559) 696-7899</b>

Secondary Contact:	<b>PAUL MELIKIAN</b>		
Job Title	<b>ADMINISTRATIVE MANAGER</b>	E-mail	<b>Paul.Melikian@fresno.gov</b>
Office Phone	<b>(559) 621-2912</b>	Cell Phone	

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

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

How many people can this facility provide emergency shelter for?	<b>50</b>
How many days can this facility function using its back-up power source?	<b>UNKNOWN</b>
How many gallons of water are stored on-site as an emergency supply?	<b>NONE</b>

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



## Exhibit F

### Service Provider Emergency Resource Information

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

Organization	<b>CITY OF FRESNO</b>		
Site Name	<b>HIGHWAY CITY</b>		
Street Address	<b>5140 STATE AVE.</b>		
City/ST/Zip	<b>FRESNO, CA 93722</b>		

Primary Contact	<b>SHAUN SCHAEFER</b>		
Job Title	COMMUNITY RECREATION SUPERVISOR II	E-mail	<b>Shaun.Schaefer@fresno.gov</b>
Office Phone	<b>(559) 621-2910</b>	Cell Phone	<b>(559) 696-7899</b>

Secondary Contact:	<b>PAUL MELIKIAN</b>		
Job Title	<b>ADMINISTRATIVE MANAGER</b>	E-mail	<b>Paul.Melikian@fresno.gov</b>
Office Phone	<b>(559) 621-2912</b>	Cell Phone	

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

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

How many people can this facility provide emergency shelter for?	<b>160</b>
How many days can this facility function using its back-up power source?	<b>UNKNOWN</b>
How many gallons of water are stored on-site as an emergency supply?	<b>NONE</b>

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



## Exhibit F

### Service Provider Emergency Resource Information

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

Organization	<b>CITY OF FRESNO</b>
Site Name	<b>LAFAYETTE</b>
Street Address	<b>1516 E. PRINCETON AVE.</b>
City/ST/Zip	<b>FRESNO, CA 93704</b>

Primary Contact	<b>SHAUN SCHAEFER</b>		
Job Title	COMMUNITY RECREATION SUPERVISOR II	E-mail	<b>Shaun.Schaefer@fresno.gov</b>
Office Phone	<b>(559) 621-2910</b>	Cell Phone	<b>(559) 696-7899</b>

Secondary Contact:	<b>PAUL MELIKIAN</b>		
Job Title	<b>ADMINISTRATIVE MANAGER</b>	E-mail	<b>Paul.Melikian@fresno.gov</b>
Office Phone	<b>(559) 621-2912</b>	Cell Phone	

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

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

How many people can this facility provide emergency shelter for?	<b>60</b>
How many days can this facility function using its back-up power source?	<b>UNKNOWN</b>
How many gallons of water are stored on-site as an emergency supply?	<b>NONE</b>

Please list any additional services your site can provide in the event of a disaster:	<b>UNKNOWN</b>
---------------------------------------------------------------------------------------	----------------



## Exhibit F

### Service Provider Emergency Resource Information

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

Organization	<b>CITY OF FRESNO</b>
Site Name	<b>LAS CASITAS</b>
Street Address	<b>156 S. WILLOW AVE.</b>
City/ST/Zip	<b>FRESNO, CA 93727</b>

Primary Contact	<b>SHAUN SCHAEFER</b>		
Job Title	COMMUNITY RECREATION SUPERVISOR II	E-mail	<b>Shaun.Schaefer@fresno.gov</b>
Office Phone	<b>(559) 621-2910</b>	Cell Phone	<b>(559) 696-7899</b>

Secondary Contact:	<b>PAUL MELIKIAN</b>		
Job Title	<b>ADMINISTRATIVE MANAGER</b>	E-mail	<b>Paul.Melikian@fresno.gov</b>
Office Phone	<b>(559) 621-2912</b>	Cell Phone	

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

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

How many people can this facility provide emergency shelter for?	<b>49</b>
How many days can this facility function using its back-up power source?	<b>UNKNOWN</b>
How many gallons of water are stored on-site as an emergency supply?	<b>NONE</b>

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



## Exhibit F

### Service Provider Emergency Resource Information

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

Organization	<b>CITY OF FRESNO</b>
Site Name	<b>LEARNING CENTER</b>
Street Address	<b>1240 BROADWAY PLAZA</b>
City/ST/Zip	<b>FRESNO, CA 93721</b>

Primary Contact	<b>SHAUN SCHAEFER</b>		
Job Title	COMMUNITY RECREATION SUPERVISOR II	E-mail	<b>Shaun.Schaefer@fresno.gov</b>
Office Phone	<b>(559) 621-2910</b>	Cell Phone	<b>(559) 696-7899</b>

Secondary Contact:	<b>PAUL MELIKIAN</b>		
Job Title	<b>ADMINISTRATIVE MANAGER</b>	E-mail	<b>Paul.Melikian@fresno.gov</b>
Office Phone	<b>(559) 621-2912</b>	Cell Phone	

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

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

How many people can this facility provide emergency shelter for?	<b>75</b>
How many days can this facility function using its back-up power source?	<b>UNKNOWN</b>
How many gallons of water are stored on-site as an emergency supply?	<b>NONE</b>

Please list any additional services your site can provide in the event of a disaster: <b>UNKNOWN</b>
------------------------------------------------------------------------------------------------------



# Exhibit F

## Service Provider Emergency Resource Information

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

Organization	<b>CITY OF FRESNO</b>
Site Name	<b>MARY ELLA BROWN</b>
Street Address	<b>1350 E. ANNADALE AVE.</b>
City/ST/Zip	<b>FRESNO, CA 93706</b>

Primary Contact	<b>SHAUN SCHAEFER</b>		
Job Title	COMMUNITY RECREATION SUPERVISOR II	E-mail	<b>Shaun.Schaefer@fresno.gov</b>
Office Phone	<b>(559) 621-2910</b>	Cell Phone	<b>(559) 696-7899</b>

Secondary Contact:	<b>PAUL MELIKIAN</b>		
Job Title	<b>ADMINISTRATIVE MANAGER</b>	E-mail	<b>Paul.Melikian@fresno.gov</b>
Office Phone	<b>(559) 621-2912</b>	Cell Phone	

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

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

How many people can this facility provide emergency shelter for?	<b>165</b>
How many days can this facility function using its back-up power source?	<b>UNKNOWN</b>
How many gallons of water are stored on-site as an emergency supply?	<b>NONE</b>

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



## Exhibit F

### Service Provider Emergency Resource Information

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

Organization	<b>CITY OF FRESNO</b>
Site Name	<b>MOSQUEDA</b>
Street Address	<b>4670 E. BUTLER AVE.</b>
City/ST/Zip	<b>FRESNO, CA 93702</b>

Primary Contact	<b>SHAUN SCHAEFER</b>		
Job Title	COMMUNITY RECREATION SUPERVISOR II	E-mail	<b>Shaun.Schaefer@fresno.gov</b>
Office Phone	<b>(559) 621-2910</b>	Cell Phone	<b>(559) 696-7899</b>

Secondary Contact:	<b>PAUL MELIKIAN</b>		
Job Title	<b>ADMINISTRATIVE MANAGER</b>	E-mail	<b>Paul.Melikian@fresno.gov</b>
Office Phone	<b>(559) 621-2912</b>	Cell Phone	

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

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

How many people can this facility provide emergency shelter for?	<b>234</b>
How many days can this facility function using its back-up power source?	<b>UNKNOWN</b>
How many gallons of water are stored on-site as an emergency supply?	<b>NONE</b>

Please list any additional services your site can provide in the event of a disaster: <b>UNKNOWN</b>
------------------------------------------------------------------------------------------------------



# Exhibit F

## Service Provider Emergency Resource Information

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

Organization	<b>CITY OF FRESNO</b>
Site Name	<b>PINEDALE</b>
Street Address	<b>7170 N. SAN PABLO AVE.</b>
City/ST/Zip	<b>FRESNO, CA 93610</b>

Primary Contact	<b>SHAUN SCHAEFER</b>		
Job Title	COMMUNITY RECREATION SUPERVISOR II	E-mail	<b>Shaun.Schaefer@fresno.gov</b>
Office Phone	<b>(559) 621-2910</b>	Cell Phone	<b>(559) 696-7899</b>

Secondary Contact:	<b>PAUL MELIKIAN</b>		
Job Title	<b>ADMINISTRATIVE MANAGER</b>	E-mail	<b>Paul.Melikian@fresno.gov</b>
Office Phone	<b>(559) 621-2912</b>	Cell Phone	

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

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

How many people can this facility provide emergency shelter for?	<b>252</b>
How many days can this facility function using its back-up power source?	<b>UNKNOWN</b>
How many gallons of water are stored on-site as an emergency supply?	<b>NONE</b>

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



# Exhibit F

## Service Provider Emergency Resource Information

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

Organization	<b>CITY OF FRESNO</b>
Site Name	<b>QUIGLEY</b>
Street Address	<b>808 W. DAKOTA AVE.</b>
City/ST/Zip	<b>FRESNO, CA 93705</b>

Primary Contact	<b>SHAUN SCHAEFER</b>		
Job Title	COMMUNITY RECREATION SUPERVISOR II	E-mail	<b>Shaun.Schaefer@fresno.gov</b>
Office Phone	<b>(559) 621-2910</b>	Cell Phone	<b>(559) 696-7899</b>

Secondary Contact:	<b>PAUL MELIKIAN</b>		
Job Title	<b>ADMINISTRATIVE MANAGER</b>	E-mail	<b>Paul.Melikian@fresno.gov</b>
Office Phone	<b>(559) 621-2912</b>	Cell Phone	

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

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

How many people can this facility provide emergency shelter for?	<b>60</b>
How many days can this facility function using its back-up power source?	<b>UNKNOWN</b>
How many gallons of water are stored on-site as an emergency supply?	<b>NONE</b>

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



## Exhibit F

### Service Provider Emergency Resource Information

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

Organization	<b>CITY OF FRESNO</b>
Site Name	<b>ROMAIN</b>
Street Address	<b>345 N. FIRST ST.</b>
City/ST/Zip	<b>FRESNO, CA 93702</b>

Primary Contact	<b>SHAUN SCHAEFER</b>		
Job Title	COMMUNITY RECREATION SUPERVISOR II	E-mail	<b>Shaun.Schaefer@fresno.gov</b>
Office Phone	<b>(559) 621-2910</b>	Cell Phone	<b>(559) 696-7899</b>

Secondary Contact:	<b>PAUL MELIKIAN</b>		
Job Title	<b>ADMINISTRATIVE MANAGER</b>	E-mail	<b>Paul.Melikian@fresno.gov</b>
Office Phone	<b>(559) 621-2912</b>	Cell Phone	

Please check all emergency services that could be provided from this site:

<input type="checkbox"/>	Emergency Power/Generator	<input type="checkbox"/>	CB Radio
<input checked="" type="checkbox"/>	Emergency First Aid	<input type="checkbox"/>	Ham Radio
<input checked="" type="checkbox"/>	Cooking Facilities	<input type="checkbox"/>	Internet Access
<input checked="" type="checkbox"/>	Distribution Site for Food & Water	<input type="checkbox"/>	Spanish Translation
<input type="checkbox"/>	Counseling Services	<input type="checkbox"/>	Sign Language Translation
<input type="checkbox"/>	Home/Neighborhood Cleanup	<input type="checkbox"/>	Other Translation:

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

How many people can this facility provide emergency shelter for?	<b>108</b>
How many days can this facility function using its back-up power source?	<b>UNKNOWN</b>
How many gallons of water are stored on-site as an emergency supply?	<b>NONE</b>

Please list any additional services your site can provide in the event of a disaster: <b>UNKNOWN</b>
------------------------------------------------------------------------------------------------------



## Exhibit F

### Service Provider Emergency Resource Information

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

Organization	<b>CITY OF FRESNO</b>
Site Name	<b>SENIOR CITIZENS VILLAGE</b>
Street Address	<b>1917 S. CHESTNUT AVE.</b>
City/ST/Zip	<b>FRESNO, CA 93702</b>

Primary Contact	<b>SHAUN SCHAEFER</b>		
Job Title	COMMUNITY RECREATION SUPERVISOR II	E-mail	<b>Shaun.Schaefer@fresno.gov</b>
Office Phone	<b>(559) 621-2910</b>	Cell Phone	<b>(559) 696-7899</b>

Secondary Contact:	<b>PAUL MELIKIAN</b>		
Job Title	<b>ADMINISTRATIVE MANAGER</b>	E-mail	<b>Paul.Melikian@fresno.gov</b>
Office Phone	<b>(559) 621-2912</b>	Cell Phone	

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

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

How many people can this facility provide emergency shelter for?	<b>175</b>
How many days can this facility function using its back-up power source?	<b>UNKNOWN</b>
How many gallons of water are stored on-site as an emergency supply?	<b>NONE</b>

Please list any additional services your site can provide in the event of a disaster:	<b>UNKNOWN</b>
---------------------------------------------------------------------------------------	----------------



# Exhibit F

## Service Provider Emergency Resource Information

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

Organization	<b>CITY OF FRESNO</b>		
Site Name	<b>SENIOR HOT MEALS PROGRAM (TED C. WILLS)</b>		
Street Address	<b>770 N. SAN PABLO AVE.</b>		
City/ST/Zip	<b>FRESNO, CA 93728</b>		

Primary Contact	<b>SHAUN SCHAEFER</b>		
Job Title	COMMUNITY RECREATION SUPERVISOR II	E-mail	<b>Shaun.Schaefer@fresno.gov</b>
Office Phone	<b>(559) 621-2910</b>	Cell Phone	<b>(559) 696-7899</b>

Secondary Contact:	<b>PAUL MELIKIAN</b>		
Job Title	<b>ADMINISTRATIVE MANAGER</b>	E-mail	<b>Paul.Melikian@fresno.gov</b>
Office Phone	<b>(559) 621-2912</b>	Cell Phone	

Please check all emergency services that could be provided from this site:

<input type="checkbox"/>	Emergency Power/Generator	<input type="checkbox"/>	CB Radio
<input checked="" type="checkbox"/>	Emergency First Aid	<input type="checkbox"/>	Ham Radio
<input checked="" type="checkbox"/>	Cooking Facilities	<input type="checkbox"/>	Internet Access
<input checked="" type="checkbox"/>	Distribution Site for Food & Water	<input type="checkbox"/>	Spanish Translation
<input type="checkbox"/>	Counseling Services	<input type="checkbox"/>	Sign Language Translation
<input type="checkbox"/>	Home/Neighborhood Cleanup	<input type="checkbox"/>	Other Translation:

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

How many people can this facility provide emergency shelter for?	<b>531</b>
How many days can this facility function using its back-up power source?	<b>UNKNOWN</b>
How many gallons of water are stored on-site as an emergency supply?	<b>NONE</b>

Please list any additional services your site can provide in the event of a disaster:	<b>UNKNOWN</b>
---------------------------------------------------------------------------------------	----------------



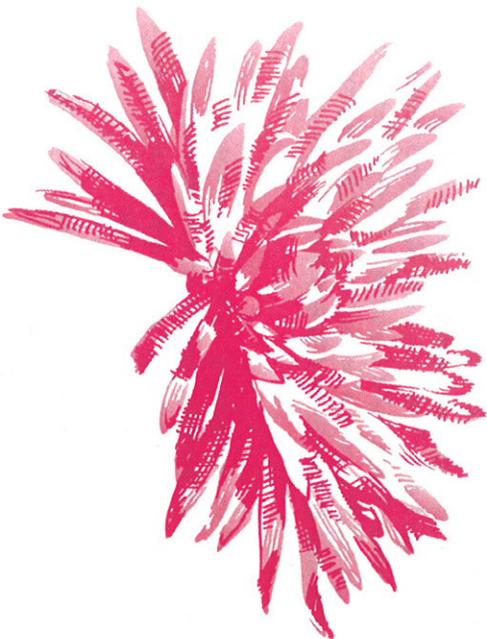


*The Parks, After School, Recreation and Community Services Department (PARCS) enriches the lives of Fresno citizens by investing in parks, open space and by providing diverse opportunities for human development and social interaction.*

City of Fresno  
Parks, After School, Recreation and Community Services  
Mosqueda Community Center  
4670 E. Butler Ave.  
Fresno, CA 93702-4608



## **SENIOR HOT MEALS AND RECREATION PROGRAM**



City of Fresno a culture of excellence where  
people get the best every day.

## Our Program Mission Statement

The City of Fresno's Parks, After School, Recreation and Community Services Department is pleased to provide a quality lunch and recreation program for older adults. Our nutrition and social programs are operated at 15 sites throughout the City of Fresno. Lunch is served Monday through Friday (excluding holidays) at Community, Neighborhood and Senior Residential Centers.

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

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

- Water Color Instruction - Health Screening
- Summer Water Aerobics - Ceramics
- Leisure Learning Excursions - Fitness Classes
- Special Events - Monthly Social Dances
- Volunteer Opportunities

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

For additional information on the services provided through the City of Fresno Senior Hot Meals and Recreation Program call **559.621.2900**.

Visit our website [www.fresno.gov/SeniorConnection](http://www.fresno.gov/SeniorConnection)

## Program Locations & Hours

Calwa Park  
4545 E. Church Ave.  
10 a.m. to 1 p.m.

Learning Center at Masten Towers  
1240 Broadway Plaza  
10 a.m. to 1 p.m.

Einstein Neighborhood Center  
3566 E. Dakota Ave.  
10 a.m. To 1 p.m.

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

F.I.R.M.  
2970 E. Weldon Ave.  
10 a.m. to 1 p.m.

Mosqueda Community Center  
4670 E. Butler Ave.  
8 a.m. to 1 p.m.

Glen Agnes  
603 W. Home Ave.  
10 a.m. to 1 p.m.

Pinedale Community Center  
7170 N. San Pablo Ave.  
8 a.m. to 1 p.m.

Highway City Neighborhood Center  
5140 State Ave.  
10 a.m. to 1 p.m.

Quigley Neighborhood Center  
808 W. Dakota Ave.  
9:30 a.m. to 12:30 p.m.

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

Romain Neighborhood Center  
745 N. First St.  
10 a.m. to 1 p.m.

Las Casitas  
156 S. Willow Ave.  
10 a.m. to 1 p.m.

Senior Citizens Village  
1917 S. Chestnut Ave.  
8 a.m. to 1 p.m.

Ted C. Wills Community Center  
770 N. San Pablo Ave.  
8 a.m. to 4 p.m.



Certificate Number	<b>CERTIFICATE OF SELF-INSURANCE</b>	Issue Date
2012025		8/30/2011

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

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 BELOW.

**COVERAGES**

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

Type of Coverage	Effective Date	Expiration Date	Limits of Liability	
General Liability	07/01/2011	07/01/2012	Each occurrence	\$1,000,000
Automobile Liability	07/01/2011	07/01/2012	Combined Single Limit (each accident)	\$1,000,000
Workers' Compensation	07/01/2011	07/01/2012	Statutory Limits	
Employer's Liability	07/01/2011	07/01/2012	Each Accident	\$1,000,000
			Disease - Each employee	\$1,000,000
			Disease - Policy Limit	\$1,000,000

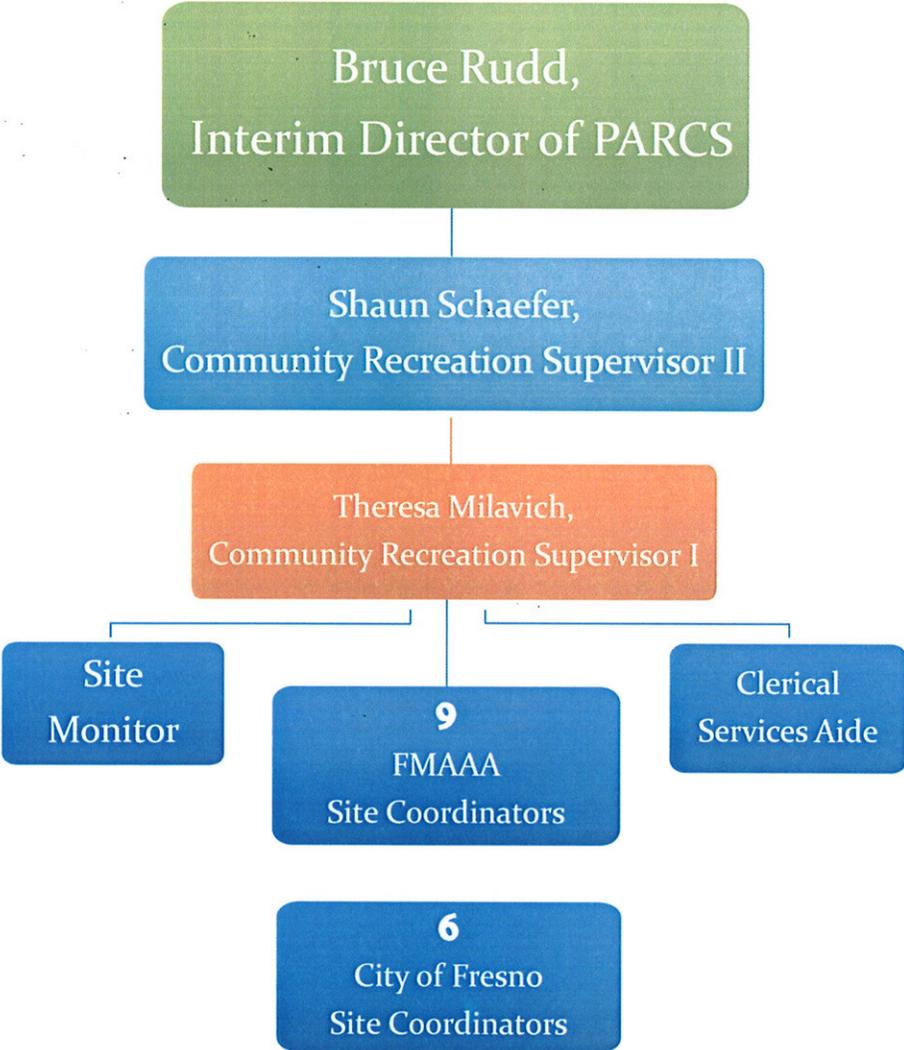
**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Senior Citizen's Nutrition Program, including nutrition site management for Glen Agnes Center, Highway City, Mosqueda Center, Pinedale Center, Senior Citizens Village, Ted C. Wills Center, Lafayette Center, F.I.R.M. and Fresno Learning Center by the City of Fresno's Parks, After School, Recreation and Community Services Department.

CERTIFICATE HOLDER	CANCELLATION
Fresno-Madera Area Agency on Aging 3845 N. Clark St., Ste. 103 Fresno, CA 93726-4812	COVERAGE IS IN EFFECT AS STATED ABOVE AND WILL NOT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, EXCEPT UPON 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.
	City of Fresno
	Kerry Trost, Senior Risk Analyst



City of Fresno  
Parks, After School, Recreation and Community Services Department  
Senior Hot Meals and Recreation Program (SHM)





# Fresno City Council 2011-2012

[Blong Xiong](#)

Councilmember District 1

[Larry Westerlund](#)

Councilmember District 4

[Andreas Borgeas](#)

Councilmember District 2

[Sal Quintero](#)

Councilmember District 5

[Oliver Baines](#)

Councilmember District 3

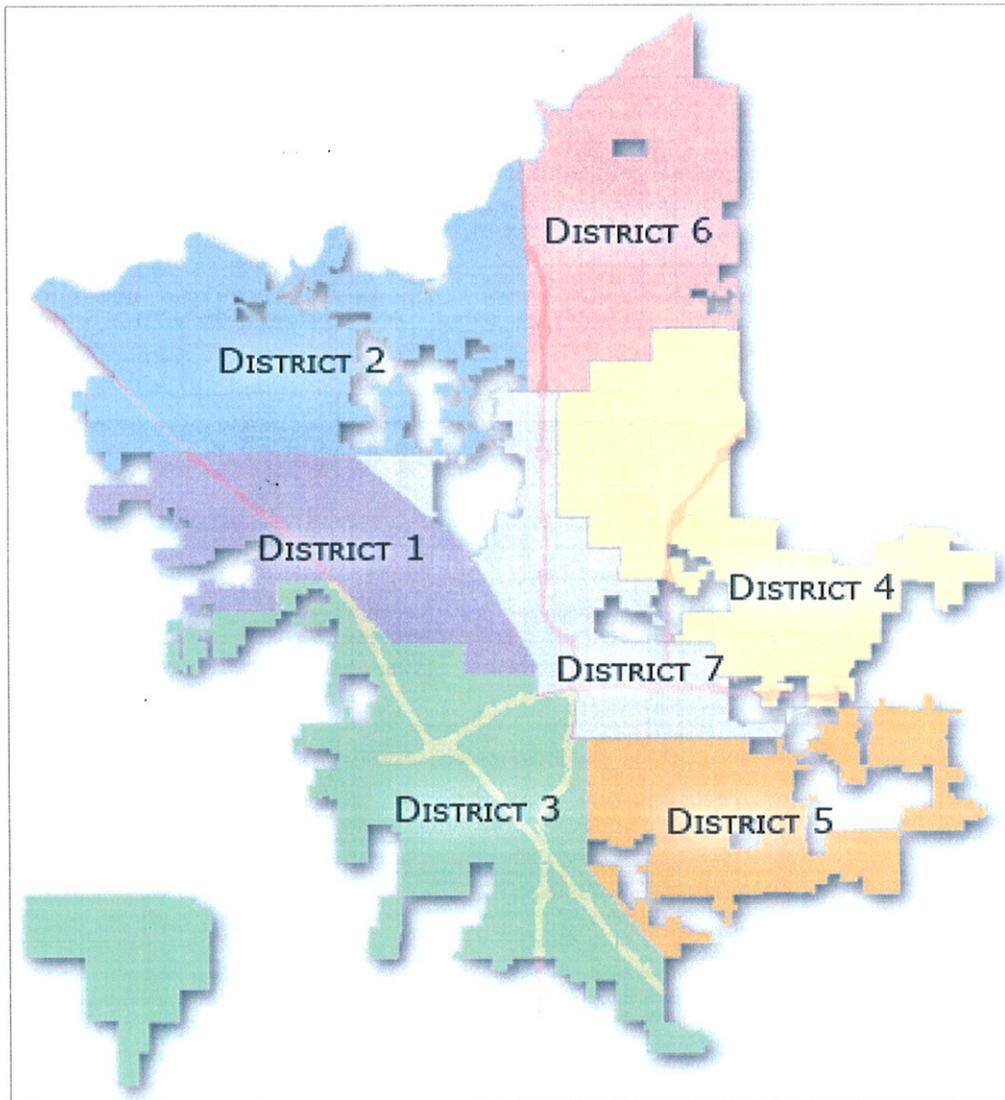
[Lee Brand](#)

Councilmember District 6

[Clint Olivier](#)

Councilmember District 7

Fresno City Council  
2600 Fresno Street  
Room 2097  
(559) 621-8000





AGENDA ITEM NO. <u>9:00am A</u>
<u>COUNCIL MEETING 8/18/11</u>
APPROVED BY _____
DEPARTMENT DIRECTOR _____
CITY MANAGER 

August 18, 2011

**FROM:** BRUCE A. RUDD, Assistant City Manager / Interim PARCS Director  
Parks, After School, Recreation and Community Services Department

**BY:** SHAUN SCHAEFER, Community Recreation Supervisor II   
PAUL A. MELIKIAN, Administrative Manager   
Parks, After School, Recreation and Community Services Department

**SUBJECT:** AUTHORIZE RENEWAL OF SENIOR HOT MEALS SITE MANAGEMENT CONTRACT  
WITH FRESNO-MADERA AREA AGENCY ON AGING (FMAAA)

**RECOMMENDATIONS**

It is recommended that the Council authorize the Parks, After School, Recreation and Community Services Department (PARCS) Director to execute a renewal agreement for site management of the Senior Hot Meals Program with the Fresno-Madera Area Agency on Aging (FMAAA) for FY 2012.

**EXECUTIVE SUMMARY**

This is an annual renewal contract (year to year) with FMAAA. The City will receive \$55,626 in site management funding from FMAAA for nine senior sites. The FMAAA funding is supplemented with participant meal contributions and Community Development Block Grant (CDBG) funding to provide meals, recreation activities, ceramics, water color painting, exercise programs, and leisure learning excursions. This funding enables the City to offer a viable program for senior citizens at 15 sites throughout Fresno.

FMAAA's responsibilities shall include, but are not limited to, the following:

1. Provide \$55,626 in site management funding for nine FMAAA-sponsored PARCS Senior Hot Meal (SHM) sites.
2. FMAAA funding includes administrative costs, site monitoring, a registered dietician, congregate meals and site management.
3. Provide informational resources to SHM participants in Older Adult related issues.

PARCS responsibilities shall include, but are not limited to, the following:

1. The operation of 15 SHM sites which will serve congregate meals and offer recreation activities.
2. Ensure compliance with FMAAA rules and regulations on serving congregate meals.
3. PARCS staff will monitor SHM sites to ensure that the sites are being operated in accordance to FMAAA guidelines.

**BACKGROUND**

On January 4, 1994 Council gave authority to the Parks, After School, Recreation and Community Services Department to assume the site management responsibility for the Senior Hot Meals Program from the Fresno County Economic Opportunities Commission (EOC). The City assumed the site management responsibility based upon the premise that there would be opportunities for program expansion through cost savings.

Presented to City Council  
Date 8/18/11  
Disposition Rel. approved



REPORT TO THE CITY COUNCIL

Renewal of Senior Hot Meals Site Management Contract with FMAAA

August 18, 2011

Page 2

There are two components to the Senior Hot Meals Program: (1) preparation and delivery of congregate meals and (2) site management, which includes monitoring sites and services, recruitment of participants and volunteers, program development and administration. Congregate meals are those which are provided at 15 sites and funded by FMAAA through federal and state funds, CDBG funds and donations collected at the meal site. In FY 2011, \$55,626 was received from FMAAA and a total of 68,121 congregate meals were served to seniors.

**FISCAL IMPACT**

This action provides a mechanism for the City to receive supplemental funding of \$55,626 from FMAAA to operate a portion of the nutrition program at 9 of 15 sites.

Attachment:      Contract

