



## SUB-GRANTEE AGREEMENT

**Name of Grant:** COVID-19 AND INFLUENZA VACCINE UPTAKE INITIATIVE FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES

**Grant Number:** 90ADCI0007-01-04

**Federal Awarding Agency:** Department of Health and Human Services, Administration for Community Living (ACL)

**CFDA Number:** 93.048

**Federal Award Date:** December 19, 2022

**Sub-grantee:** Milwaukee County Department of Health and Human Services - Area Agency on Aging

**Sub-grantee DUNS Number:** 108292848

**Sub-grant Period of Performance:** 06/09/2023 -04/15/2024

THIS SUB-GRANTEE AGREEMENT (together with any attachments referred to below, the "Agreement") is dated as of 06/09/2023 by and between the **USAgings**, a District of Columbia nonprofit corporation located at 1100 New Jersey Avenue, SE, Suite 350, Washington, DC 20003, and Milwaukee County Department of Health and Human Services AAA ("SUB-GRANTEE"), with a place of business at 1220 W. Vliet Street, Ste.300

Milwaukee, WI 53205. USAging and sub-grantee are also referred to herein singularly as "Party" or collectively as the "Parties."

**Sub-grantee shall be further identified as follows:**

**Primary Contact:** Daniel Idzikowski

**Email address:** daniel.idzikowski@milwaukeecountywi.gov

**EIN:** 39-6005720

**Business Telephone:** 414-639-5751

WHEREAS, USAging and sub-grantee desire to enter into this Agreement in order for sub-grantee to perform the services specified in **Attachment A**.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the Parties, intending legally and equitably to be bound, agree as follows:

1. **Work.** Sub-grantee agrees to perform the work as specified in **Attachment A** (the "Work"). Sub-grantee shall furnish the personnel, materials, services, equipment, facilities, and all other items necessary to accomplish the Work, and shall provide monthly status updates to keep USAging informed about the activities under this Agreement. Sub-grantee agrees that the work shall be performed with the resources set forth in the Project Budget specified in **Attachment B** (the "Budget") and that no revision to the Budget shall be made without the written consent of USAging.

2. **Term.** The period for performance of the Work shall commence upon signing of the agreement through April 15, 2024 subject to availability of grant funding, unless (a) either Party sends written notice of its desire not to extend within sixty (60) days

before the end of any such period (including the initial period), or (b) this Agreement is earlier terminated pursuant to **Section 13**. Sub-grantee shall promptly inform USAging in writing of any actual or potential delay in the timely performance of the Work, and the reasons for such delay.

### **3. Compensation.**

#### **3.1. Contract Type.** *(select one)*

**Cost Reimbursement Contract.** Sub-grantee shall be reimbursed by USAging for all direct and indirect costs incurred in connection with the Work up to an amount equal to \$\_\_\_\_ (the "Maximum Cost Reimbursement Contract Amount" includes travel expenses), in accordance with the Budget attached hereto as **Attachment B**. USAging shall not be liable for the reimbursement of any cost incurred by Sub-grantee more than the Budget or for Match. Cost items specified in this Agreement as requiring the prior written approval of USAging will not be reimbursed without such approval. Sub-grantee will submit invoices for reimbursement on a semi-annual basis. Sub-grantee will submit semi-annual financial reports, as outlined in **Attachment C**.

Under a cost reimbursement contract, Sub-grantee must maintain books, records, documents, and other evidence of its accounting and billing procedures and practices reflecting all direct and indirect costs in connection with the Work and shall retain such records for a period of three (3) years after the expiration or termination of this Agreement. If any litigation, claim, or audit is commenced before expiration of the three (3) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. These records shall be subject at all reasonable times to inspection by authorized employees or agents of USAging.

☒ **Fixed Price Contract.** This is a fixed-price contract in the amount as indicated in **Attachment F** (the "Fixed Contract Amount"). Sub-grantee will submit invoices for payment in accordance with one of the following schedules *(select one)*:

☒ **Fixed Schedule Invoicing:** Sub-grantee will submit semi-annual financial reports, as outlined in **Attachment C**, for payment as follows:

50% shall be paid upon receipt of signed agreement and initial invoice;

40% shall be paid at the approximate midway point of the grant period in accordance with when grant activities commenced and in accordance with successful grant performance; and

10% shall be paid upon completion of the grant period in accordance with successful grant performance.

☐ **Monthly Invoicing:** Sub-grantee will submit invoices monthly as Work is performed.

☐ **Hourly Rate Contract:** Sub-grantee shall be compensated at a rate of \$\_\_\_\_.00 (the "Hourly Rate") for each hour spent performing the Work. Sub-grantee shall be limited to \_\_\_\_\_ ( ) hours of work per calendar week. Sub-grantee will

submit invoices for payment on a weekly basis for work performed during the immediately preceding calendar week.

**3.2. Submission and Payment of Invoices.** Sub-grantee shall submit invoices for performance of the Work at the intervals specified in **Section 3.1**. Invoices shall be submitted to the USAging Staff Contact. To be considered properly prepared, invoices must include: (a) invoice number; (b) invoice date and billing period; and (c) total due on invoice. Invoices under *cost reimbursement contracts* must also include (i) total labor costs broken out by task; (ii) other direct costs by category; (iii) indirect costs by category; and (iv) current and cumulative amount for each line item. Invoices under *hourly rate contracts* must also include a description of tasks performed and hours spent performing such tasks broken out by day. Subject to the terms of this Agreement, USAging shall pay each properly prepared invoice no later than thirty (30) days after receipt.

**3.2.1 End of Calendar and Sub-Grant Year Invoicing.** All invoices must be properly prepared and submitted to USAging for work completed during the Agreement year within 15 days after the termination date of the Sub-grantee year. In addition, invoices for any work completed within a calendar year must be properly prepared and submitted within 15 calendar days after December 31. Invoices not properly prepared and submitted to USAging within these time periods will not be paid and will not be accepted for payment at any later date.

**3.3. Reduction or Withholding of Payment.** In addition to any other remedies available to USAging, if, in USAging's reasonable determination, Sub-grantee fails to perform in accordance with the terms of this Agreement, USAging may refuse or limit approval of any invoices for payment and may reduce or withhold payments to Sub-grantee until such time as USAging reasonably determines that Sub-grantee has met the performance terms established by this Agreement. USAging shall promptly notify Sub-grantee of any such withholding of payment.

**3.4. Non-Federal Participation (Match)** ☐ **APPLICABLE** ☒ **NOT APPLICABLE.** Compensation as outlined in **Section 3.1** cannot exceed 85 % of the total program costs with the remaining 15 % coming from non-federal sources. The local match coming from the Sub-grantee shall be certified and documented in writing by the Sub-grantee. Any deficit in the minimum local match at the end of the Agreement period may result in refunding to USAging of the proportionate % share of unmatched funds.

**3.5 USAging Staff Contact.** USAging's initial representative with respect to this Agreement (the "USAging Staff Contact") is Deborah Stone-Walls ([dstone-walls@usaging.org](mailto:dstone-walls@usaging.org)). The USAging Staff Contact may be changed by USAging from time to time; USAging will promptly notify Sub-grantee of any such change.

**4. Acceptance of Work** Acceptance of the Work will be made by the USAging Staff Contact. Acceptance or rejection of all or any part of the work shall be made in

good faith in the exercise of the USAging Staff Contact's reasonable judgment and discretion.

**5. Consultants, Subrecipients, and Subcontractors.** Sub-grantee shall not engage any consultant, subrecipient or subcontractor without prior knowledge and approval from USAging. USAging shall not reimburse Sub-grantee for any costs relating to consultants, sub-recipients, or subcontractors for which Sub-grantee has not received USAging prior written approval. When requesting the use of a consultant or subcontractor, Sub-grantee shall furnish information explaining the need for such services, a copy of the proposed agreement for retaining the consultant, sub-recipient or subcontractor, information concerning the consultant's, sub-recipient's or subcontractor's qualifications, skills, abilities, and proposed billing rate, and any additional information required by USAging to make a determination of acceptability. The approval or disapproval of any consultant, sub-recipient, or subcontractor shall be at the sole and absolute discretion of USAging.

**6. Changes and Modifications.** Any change to the Work or the terms of this Agreement must be set forth in a written amendment to the Agreement signed by the Parties. Sub-grantee promptly shall notify USAging in writing of any change in the Work that Sub-grantee reasonably determines is necessary. Such notice shall specify (a) the elements of the Work for which Sub-grantee is seeking a change, (b) the reason for the requested change, and (c) the impact, if any, that the requested change will have on (i) the Fixed Contract Amount, (ii) time for performance or (iii) any other terms or conditions of this Agreement. USAging shall respond in writing to a change request submitted in compliance with this **Section 6** no later than fifteen (15) days after receipt of such change request. Such response shall (a) approve the change and include an amendment to the Agreement reflecting the approved change, (b) reject the change request and state the rationale for such rejection, or (c) advise Sub-grantee as to what additional information is needed by USAging to render an informed decision on the change request. If USAging approves the change, and if such change causes a change in the Fixed Contract Amount, the time required for performance of all or any part of the Work, or any other terms or conditions of this Agreement, the Parties shall negotiate an equitable adjustment of the same and memorialize it in the written amendment to the Agreement.

**7. Reporting.** Sub-grantee shall be responsible for the timely submission of (a) ongoing service delivery entries, (b) semi-annual program report, (c) final program report, (d) final financial report, outlining the expenditures related to program costs, and (e) monthly program reports as detailed in **7.3. Grant-Specific Reporting.**

**7.1. Final Program Progress Reports.** Sub-grantee must complete and submit electronically a final progress report demonstrating the completion of site-specific work plan activities.

**7.2. Final Financial Report.** Sub-grantee must complete a final financial report that outlines all expenditures in accordance with Budget categories and tracks contract expenditures for the agreement duration. USAging will provide the electronic format (**Attachment C**) for financial reports. Reports must be submitted with proper staff

signature for period of the contract term and Awardee shall electronically submit the report to [dstone-walls@USAgings.org](mailto:dstone-walls@USAgings.org) or subsequent USAging designated administrative staff member.

**7.3. Grant-Specific Reporting.** Subgrantee must complete activity-specific reports required by ACL related to this grant. The grant-specific reports, along with due dates are noted in **Attachment A – Scope of Work.**

**8. Record Retention and Access.** Sub-grantee shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which properly reflect all direct and indirect costs in connection with the Work. These records shall be subject at all reasonable times to inspection by authorized employees or agents of USAging. Sub-grantee shall retain all such records concerning this Agreement for a period of five (5) years after the expiration or earlier termination of this Agreement. If any litigation, claim, or audit is commenced before the expiration date of such five (5) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**9. Confidential Information.** During the term of this Agreement, Sub-grantee and its employees may receive or have access to data and information that is confidential and proprietary to USAging. All such data and information ("Confidential Information") made available to, disclosed to, or otherwise made known to Sub-grantee by USAging in connection with this Agreement shall be considered the sole property of USAging. Confidential Information may be used by Sub-grantee or its employees only for purposes of performing the obligations of Sub-grantee. To the extent permitted by law, Sub-grantee shall not disclose Confidential Information to any third party without the prior written consent of USAging. Sub-grantee shall not use or duplicate any proprietary information belonging to or supplied by USAging, except as authorized by USAging. All exceptions to use of Confidential Information as outlined under this Agreement must be approved by USAging through prior written consent. These obligations of confidentiality and non-disclosure shall remain in effect for a period of five (5) years following the expiration or earlier termination of this Agreement. Sub-grantee shall have no obligation to retain as confidential any information which (i) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (ii) is legally obtained by Sub-grantee from a third-party source, excluding contacts made under this project, without any obligation of confidentiality; or (iii) is legally required to be disclosed pursuant to proper judicial order, subpoena, or records request under the State of Business.

## **10. Copyrights, Trademarks, and Inventions.**

**10.1 Title to Works, Trademarks, and Inventions Produced.** The standard patent rights clause at 37 C.F.R. 401.14 is incorporated herein by reference in a form suitably modified to identify the parties. The Sub-grantee retains all rights in data and copyright as provided for under HHS Grants Policy, applicable federal regulations and the terms and conditions of the Prime award supporting this subaward. Ownership of inventions, discoveries and copyrightable works and other intellectual property that are not Subject Inventions as the term is defined herein is governed

by the District of Columbia. Sub-grantee hereby grants to USAging and the funding agencies a fully paid-up nonexclusive worldwide license to use reproduce and distribute any copyrightable works produced under this subaward and owned by Sub-grantee, subject to Sub-grantee's existing patent, copyright, and intellectual property policies for educational and research purposes, and the right to license others to do the same.

**11. Publications.** USAging recognizes that the results of the sponsored project must be publishable and agrees that researchers engaged in producing Work under a sponsored project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the Sponsored Project, provided, however, that USAging shall have been furnished copies of any proposed publication or presentation in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. USAging shall have thirty (30) days after receipt of said copies to object to such proposed presentation or proposed publication because it contains patentable subject matter that needs protection or is confidential/proprietary information of USAging. In the event that USAging makes such objection to protect against loss of intellectual property rights, Sub-Grantee shall refrain from making such publication or presentation for a maximum of sixty (60) days from the date of receipt of such objection in order for patent application(s) to be filed with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation.

Sub-grantee will acknowledge the financial support of this award as follows: "This [project/publication/program/website, etc.] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit [HRSA.gov](http://HRSA.gov)."

**12. Independent Contractor Status.** The relationship of Sub-grantee to USAging is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. Sub-grantee shall comply with all laws and assume all risks incident to its status as an independent contractor. Sub-grantee covenants and agrees to pay all applicable federal, state, and local income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for Sub-grantee's protection in connection with Work performed under this Agreement; it being understood and agreed that no such taxes or fees shall be withheld or paid by USAging on behalf of Awardee. **Sub-grantee acknowledges and agrees that it is responsible for paying, according to applicable law, Sub-grantee's income taxes, if any. No workers' compensation insurance shall be obtained by USAging covering Sub-grantee or employees of Sub-grantee.**

**13. Disputes.** If the parties are unable to settle a dispute(s) relating to this Agreement, either Party, on written notice to the other Party, shall work to resolve

the dispute in good faith, and if both Parties consent, may submit the claim to non-binding mediation with the costs to be shared evenly between the Parties regardless of the mediation's outcome.

**14. Termination.** Either Party may terminate this Agreement at any time for any reason on thirty (30) days advance written notice to the other party. USAging may terminate this Agreement immediately if any of the following circumstances occurs: (a) Sub-grantee fails to timely deliver the goods or perform the services required by this Agreement; (b) Sub-grantee fails to perform any of the other material provisions of this Agreement or so fails to make progress with the Work as to endanger performance of this Agreement in accordance with its terms; and in either of the circumstances listed in (a) or (b), Sub-grantee does not cure such failure within a period of thirty (30) calendar days after receipt of written notice from USAging specifying such failure; (c) in the event of suspension of Sub-grantee's business, insolvency, institution of bankruptcy or liquidation proceedings by or against Sub-grantee, appointment of a trustee or receiver for Sub-grantee's property or business, or any assignment, reorganization, or arrangement by Sub-grantee for the benefit of creditors; or (d) a material conflict of interest arises pursuant to **Section 15.9.**

**15. Transfer of and Payment for Completed Deliverables and Materials.** In the event of a termination of this Agreement as provided in this **Section 14**, USAging may require Sub-grantee to transfer and deliver to USAging, in the manner directed by USAging, (a) any completed deliverables, works and research materials (collectively, "Completed Deliverables"), and (b) such partially completed deliverables, works, research materials, and information (collectively, the "Materials") as Sub-grantee has produced or acquired for the performance of this Agreement. Sub-grantee further agrees to protect and preserve property in the possession of Sub-grantee in which USAging has an interest. Payment for Completed Deliverables delivered to and accepted by USAging shall be at the price specified in this Agreement. Payment for Materials delivered to and accepted by USAging that are necessary or convenient to the protection and preservation of property shall be at a price designed to reimburse Sub-grantee for the reasonable value of the Work performed without profit. USAging may withhold monies otherwise due to Sub-grantee for Completed Deliverables and/or Materials in such amounts as USAging determines necessary to protect USAging against loss due to outstanding liens or claims against the same. The provisions of this **Section 14** shall survive the termination of this Agreement.

## **16. Miscellaneous.**

**16.1 Entire Agreement.** This Agreement and all attachments hereto constitute the entire agreement between the Parties and supersede all prior agreements relating to the subject matter hereof.

**16.2 Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions.

**16.3 Amendments: Waivers.** This Agreement may only be modified in writing, signed by the Parties in interest at the time of such modification. No waiver by either Party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by USAging or Awardee of the same or any other provision. Either Party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such Party's consent to or approval of any subsequent act.

**16.4 Notices.** All notices and demands of any kind or nature which either Party may be required or desire to serve on the other in connection with this Agreement shall be in writing and may be served personally, by facsimile, by certified mail, or by commercial overnight delivery (e.g., Federal Express), with constructive receipt deemed to have occurred one (1) calendar day after the mailing, sending or transmitting of such notice, to the following addresses or facsimile numbers:

If to USAging:

Sandy Markwood, CEO USAging  
1100 New Jersey Avenue, SE Suite 350  
Washington, DC 20003  
Fax: 202.872.0057

If to Sub-Grantee:

Shakita LaGrant, Executive Director  
1220 W. Vliet Street, Ste. 300  
Milwaukee, WI 53205  
414-289-6311  
[Shakita.LaGrant@milwaukeecountywi.gov](mailto:Shakita.LaGrant@milwaukeecountywi.gov)

**16.5 Binding Effect.** This Agreement shall bind the Parties, their respective heirs, personal representatives, successors, and assigns.

**16.6 Multiple Parties.** If more than one person or entity is named as Sub-grantee herein, the obligations of Sub-grantee shall be the joint and several responsibilities of all persons or entities named herein as Sub-grantee. Service of a notice in accordance with Section 15.4 on one Sub-grantee shall be deemed service of notice on all Sub-grantees.

**16.7 Coordination.** In the event that the Sub-grantee is not the local Area Agency on Aging or Title VI aging program, then the Sub-grantee agrees to support the mission of USAging to build the capacity of the local AAA or Title VI aging program to help older persons.

**16.8 Choice of Law.** This Agreement shall be governed by and interpreted solely in accordance with the laws of the District of Columbia.

**16.9 Conflict of Interest.** Sub-grantee represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, Sub-grantee shall immediately inform USAging in writing of such conflict. If, in the reasonable judgment of USAging, such conflict poses a material conflict to and with the performance of Sub-grantee's obligations under this Agreement, then USAging may terminate the Agreement immediately upon written notice to Sub-grantee; such termination of the Agreement shall be effective upon the receipt of such notice by Sub-grantee.

Sub-grantee certifies that it will comply with the applicable requirements of 42 CFR Part 50 Subpart F, which requires that institutions conducting PHS-funded research "Maintain an up-to-date, written, enforced policy on financial conflicts of interest." Further, "If the Institution carries out the PHS-funded research through a Subrecipient (e.g., subrecipient or consortium members), the Institution (awardee Institution) must take reasonable steps to ensure that any Subrecipient Investigator complies with this subpart by incorporating as part of a written agreement with the Subrecipient terms that establish whether the financial conflicts of interest policy of the awardee Institution or that of the Subrecipient will apply to the Subrecipient's Investigators."

**16.10 Public Relations.** This Agreement shall not be construed as granting to Sub-grantee any right to use any of USAging or its affiliates' trademarks, service marks or trade names or, otherwise refer to USAging in any marketing, promotional or advertising materials or activities. Written permission to use USAging or its affiliates' trademarks, service marks or trade names for these purposes may be granted upon request by Sub-grantee. Such consent will not be unreasonably withheld. This Agreement shall not be construed as granting to USAging any right to use any of Sub-grantee or its affiliates' trademarks, service marks or trade names or, otherwise refer to Sub-grantee in any marketing, promotional or advertising materials or activities. Written permission to use Sub-grantee or its affiliates' trademarks, service marks or trade names for these purposes may be granted upon request by USAging. Such consent will not be unreasonably withheld.

**16.11 FFATA Reporting.** Sub-grantee will furnish its Data Universal Numbering System (DUNS) number to USAging and Sub-grantee will comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub. L. 109-282), as amended, and 2 CFR part 170, "Reporting Subaward and Executive Compensation Information."


**16.12 Rights in Data.** ACL, through USAging, shall have the right to obtain, reproduce, disclose, or otherwise use data first produced by Sub-grantee under this Subaward agreement for education and research purposes only and the funding agency shall have the rights set forth in 45 CFR Sec. 74.36(c) and (d).

**16.13 Acknowledgment.** Subrecipient must acknowledge this financial support when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing this project. Subrecipient will acknowledge this financial support with language similar to the following to be communicated in final form at a later date: "This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL, HHS, or the U.S. Government."

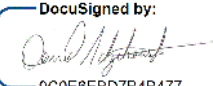
**16.14 Federal Grant of Contract Terms and Conditions.** The parties acknowledge that the effort under this Agreement is funded in whole or in part from a federal grant or contract, or sub-grant or subcontract awarded to USAging by the federal government. Accordingly, this award is subject to the terms and conditions set forth in **Attachment D**. In the event of a conflict between the terms of this Agreement and the terms of Attachment D, the terms of Attachment D shall control.

**IN WITNESS WHEREOF**, USAging and Sub-grantee have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**USAGING:**

By:   
DocuSigned by:  
8AAAA47A151545C...  
Name: Sandy Markwood  
Title: CEO

**Sub-Grantee**

By:   
DocuSigned by:  
9CAE8E8D7B4B477...  
Daniel Idzikowski  
Name: \_\_\_\_\_  
Director of Aging Services  
Title: \_\_\_\_\_



Leaders in Aging Well at Home

## Aging and Disability Vaccination Collaboration Attachment A: Scope of Work

The goal of USAgings and our partners in the Aging and Disability Vaccination Collaborative is to **secure two million COVID-19 and/or Influenza vaccinations** for older adults and people with disabilities during the 17-month project period. Our focus will be on reaching older adults and people with disabilities most at-risk to negative health consequences of not being adequately vaccinated. To achieve this goal, USAgings and our partners will:

- **Conduct a non-competitive but vetted application process** to engage Area Agencies on Aging, Centers for Independent Living, No Wrong Door Systems/Aging and Disability Resource Centers and other aging and disability CBOs to launch or expand efforts resulting in increased vaccinations of older adults and/or people with disabilities.
- **Expand the scope of vaccination access** in communities through sub-awardees' sponsorship of **vaccination clinics and other events** across the country focused on underserved populations and disadvantaged communities.
- **Activate, and support the AAAs, CILs, NWD systems/ADRCs along with other aging and disability organizations sub-awardees contracted through the Collaborative to provide and promote COVID-19 and Influenza vaccinations and/or supportive services** including scheduling, transportation, companion-assistance to and from vaccination sites and in-home vaccinations for those who require them.
- **Conduct a national education and outreach vaccination campaign** targeted to older adults and people with disabilities, with a specific focus on diverse and underserved populations.
- **Develop an information, education and technical assistance online resource hub** that will incorporate up-to-date credible data and information on vaccines and vaccine access, including consumer information, promising practices, lessons learned and peer-to-peer learning opportunities and exchanges to assist all aging, disability, and public health professionals.

### **Scope of Work**

*Please Note: Scope of Work activities can be accomplished by the sub-grantee directly **or** through partner agencies. Sub-grantees do NOT need to complete every bullet point under each broader activity, but activity should occur in each area.*

### **Primary Grant Activities**

- Vaccinations
- Supportive Services
- Outreach and Education

Vaccination Clinic and In-Home Vaccination Engagement:

- **Coordinate, partner and/or assist** with conducting local COVID-19 and Influenza vaccine clinics including in-home vaccinations.
- Identify people who may need help getting COVID-19 and Influenza vaccinations, including those who are unable to independently travel to a vaccination site.
- Integrate the COVID-19 and Influenza Vaccine messages and materials into any activity not currently funded by similar vaccine outreach grants and programs.
- Integrate COVID materials on hosted Resource Hub website(s).
- Report vaccination efforts as appropriate.

Supportive Services:

- Provide or arrange accessible transportation to COVID-19 and Influenza vaccination sites for those who need assistance.
- Provide or arrange personal support (e.g., peer support) to older adults and people with disabilities for those who need assistance.
- Help with scheduling COVID-19 and Influenza vaccination appointments for those who need it.
- Provide necessary referral services in support of COVID-19 and influenza vaccines.
- Report supportive services as appropriate.

General Vaccination/Booster Information and Outreach:

- Disseminate credible information about COVID-19 and Influenza vaccines and help direct older adults and those with disabilities with questions to additional sources of information.
- Conduct COVID vaccine and booster outreach, education and material dissemination utilizing generalized or targeted campaigns; community events such as health fairs; congregate meal site activities; Medicare Open Enrollment events and one-on-one in-person counseling and group counseling sessions; and one-on-one interactions with community members.
- Provide electronic copies of all written materials developed in the scope of this award.
- Report Information and Outreach activities as appropriate.

Partnership Development:

- Conduct outreach to local FQHCs, Public Health Departments, home health agencies, physician groups, etc. to determine the feasibility of partnerships that support increased population vaccination and booster rates.
- Explore partnerships that increase COVID-19 and Influenza Vaccine outreach, including educational activities and the dissemination of materials.
- Develop sub-contracts as needed to accomplish scope of work.
- Provide a copy of agreements with consultants and/or subcontractors recruited to assist with work plan activities.
- Report on partner inclusion in efforts as appropriate.

### Training and Peer-to-Peer Engagement

- Utilize the training, education and tools provided by USAging and ADVC Advisory Group partners and available on the ADVC Resource Hub.
- Participate in on-boarding education, training, and technical assistance sessions as necessary.
- Access and utilize the ADVC Resource Hub for accessing materials, participating in trainings relating to the COVID Vaccine outreach (e.g. vaccine hesitancy training, cultural competencies, etc.).
- Participate in peer-to-peer engagement opportunities as necessary to share ideas and successes.

### **Reporting Requirements**

#### Service Delivery Documentation

- Cumulus will be used by USAging and all sub-grantees for **weekly** tracking, reporting, and monitoring of activities associated with this initiative, including:
  - Tracking of events, which may include activities such as education, outreach and vaccination clinics;
  - Reporting on supportive services such as transportation services, assistance with scheduling appointments for vaccinations, personal support and referral to other services; and
  - Tracking and reporting on the administration of vaccinations.
- USAging will provide pre-paid subscriptions for Cumulus (<https://cumulus.care>) to each sub-grantee and their associated users.
- Sub-grantees are expected to use Cumulus to track and report all grant activities.
- Sub-grantees will have access to training tutorials, contextual "how to" tutorials, written user guides and other support resources, all of which will be available within the Cumulus portal.

#### Progress Reports

- Sub-grantees will provide a narrative report that will respond to items such as the following questions:
  - What are the major highlights for the reporting period?
  - What did you accomplish during this reporting period and how did these accomplishments help you reach your stated project goals and objectives(s)? Please note any significant project partners and their role in project activities.
  - What if any, challenges did you face during the reporting period and what actions did you take to address those challenges? Please note in your response changes, if any, to your project goal(s), objectives(s) or activities that were made as a result of challenges faced.
  - How have the activities conducted during this project period helped you to achieve your stated goals?
  - What was produced during the reporting period and how have these products been disseminated?

- It is anticipated that narrative reports will be due according to the following schedule:
  - First Reporting Period covering grant activities until June 30, 2023—Due to USAging on July 15, 2023;
  - Second Reporting Period covering grant activities from July 1, 2023 – December 31, 2023—Due to USAging on January 15, 2024; and
  - Final Reporting Period covering grant activities from January 1, 2024 – April 15, 2024—Due to USAging on May 15, 2024.
- Direct service document will be entered weekly to demonstrate progress towards reaching overall program goals and/or challenges in reaching those goals.
- Please note: reporting requirements may change slightly depending on requests made by ACL during the grant period.

#### Financial Reports

- Subgrantees will complete three financial reports utilizing the **Attachment C** according to the following schedule:
  - First Reporting Period covering grant activities until June 30, 2023—Due to USAging on July 15, 2023;
  - Second Reporting Period covering grant activities from July 1, 2023 – December 31, 2023—Due to USAging on January 15, 2024; and
  - Final Reporting Period covering grant activities from January 1, 2024 – April 15, 2024—Due to USAging on May 15, 2024. The final report will be a compilation of the overall impact of each sub-grantee's project and provides both empirical and anecdotal summaries.
- Attachment C will be provided to sub-grantees in Excel format following grant award.
- Subgrantees will utilize cost code **5140-573** when submitting invoices.

## Sub-grantee Semi-Annual Financial Report

From	To
2/1/2022	10/15/2022

Organization Name:		From	To
Reporting Period Covered		2/1/2022	10/15/2022
MONTHLY EXPENSES			
BUDGET LINE ITEMS			
Expenditures to Date			
Total Budget			
Remaining			
Salaries	\$	-	\$
Fringe Benefits	\$	-	\$
Travel	\$	-	\$
Equipment (Purchase Only)	\$	-	\$
Supplies (Office Supplies)	\$	-	\$
Contractual	\$	-	\$
Other Direct Costs			
a. Office Space Rental	\$	-	\$
b. Telephone	\$	-	\$
c. Photocopying/Duplication	\$	-	\$
d. Printing	\$	-	\$
e. Postage	\$	-	\$
f. Equipment rental and/or Maintenance	\$	-	\$
g. Computer expenses	\$	-	\$
h. Meetings/Training expenses	\$	-	\$
i. Marketing/Media outreach	\$	-	\$
j. Sub-Contractor services	\$	-	\$
k. Stipends	\$	-	\$
List any other expense categories			
Indirect Cost	\$	-	\$
MONTHLY TOTALS	\$	-	\$
Total Remaining	\$	-	\$
Total Expenses	\$	-	\$
The financial report above is accurate and only includes expenses incurred in executing the project supported by this subcontract. None of the expenses were also applied to another subcontract, Federal or Non-federal, and all expenses are in compliance with OMB Circular A-122 to the best of our knowledge and belief.			
Chief Financial Officer or Equivalent			
Executive Director or CEO			
FOR 144b USE ONLY			
APPROVED BY			
Date			

## **Attachment D – FEDERAL SUB-GRANTEE TERMS AND CONDITIONS**

The Parties acknowledge that the effort under this Agreement is funded in whole or in part from a grant awarded to USAging by the federal government. Accordingly, this sub-grantee is subject to the terms and conditions set forth in this **Attachment D**.

1. **HHS Uniform Administrative Requirements.** This agreement shall be subject to the provisions of the Office of Management and Budget (“OMB”) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (Uniform Guidance) (Super Circular) (2 CFR Part 200).

**Quick link:** [https://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

2. **Rights in Inventions and Technical Data.** The Sub-grantee is responsible for reporting inventions derived or reduced to practice in the practice in the performance of work under this Agreement to USAging in a timely manner sufficient to permit USAging to timely report such inventions to the federal government (see [www.iedison.gov](http://www.iedison.gov)). Sub-grantee is further responsible for reporting and providing all technical data developed by Sub-grantee in the performance of work under this Agreement to USAging within thirty (30) calendar days of completion of the work under this Agreement or as provided in the Statement of Work at **Attachment A** under this Agreement. All rights to any inventions or technical data under this Agreement vest with USAging, subject to acknowledgement of government support and, further subject to USAging’s responsibility to make unique research resources developed under this Agreement available to the scientific community.

3. **Cost Principles.** The allowability of Sub-grantee’s costs will be determined in accordance with 2 CFR 200. All payments should be considered provisional and subject to adjustment pending review and audit results. If any costs under this award are determined otherwise to be unallowable, they will be deducted from subsequent payments due to Sub-grantee or Sub-grantee will refund such amounts to USAging on demand. Any unused funds at the end of this award shall be returned to USAging.

4. **Record Retention, Inspection of Records, and Audit.** Sub-grantee agrees to preserve and retain all of its financial records, supporting documents, statistical records and all other books, documents, papers, and other records pertinent to this agreement, whether preserved or retained in paper form, electronically or otherwise, for the record retention periods specified in 22 CFR §226.53. Sub-grantee will make the aforementioned financial and other records available to USAging and any of their duly authorized representatives for the purpose of audit, examination, excerpt, copying, and transcription (copying and transcription shall be at USAging’s, PHI’s or the Government’s expense) at mutually agreed upon times during normal business hours. Sub-grantee will grant the aforementioned parties timely and reasonable access at mutually agreed upon dates and times to Sub-grantee personnel for the purpose of interview and discussion related to such financial and other records. The

rights of access in this section are not limited to the required retention period but will last as long as records are retained.

Sub-grantee shall cooperate with PHI in its efforts to comply with 2 CFR 200 which requires that USAging monitors the activities of Sub-grantee as necessary to ensure that awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreement and that performance goals are achieved.

Sub-grantee will comply with the federal audit requirements of 2 CFR 200, Subpart F, 200.501, if applicable, including providing a copy of its reporting package to USAging if required by the circular. Sub-grantee will take appropriate and timely action to follow up and correct all audit findings.

5. **Suspension or Debarment.** Sub-grantee represents that neither it, nor any of its principals or senior managers, are currently suspended or debarred or otherwise ineligible for award of a grant, contract, or cooperative agreement from the federal government, nor have they been proposed for suspension or debarment. Sub-grantee agrees to notify USAging immediately if at any point during the performance of Work under this Agreement, it is proposed for suspension or debarment by any federal agency.

6. **Incorporation of HHS Public Policy Requirements by Reference.** Sub-grantee agrees to comply with all the following public policy requirements set forth in the version of the HHS Grants Policy Statement (HHS GPS) in effect on the date of this Agreement. The following requirements are hereby incorporated by reference as if fully set forth herein to the extent applicable to the work under this agreement as indicated in the column below entitled "Applicability." Sub-grantee further agrees that to the extent it questions the applicability of any of the below requirements to this Agreement, it was required to raise all such questions with USAging prior to award of this Agreement and that it, in the event Sub-grantee failed to raise any such question, Sub-grantee shall abide by USAging's interpretation regarding the applicability of any requirement after the date of award of this Agreement. Particular areas of assurance include: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Animal Welfare: all Sub-grantee organizations are required to comply, as applicable, with the regulations (9CFR, Subchapter A) issued by the U.S. Department of Agriculture under the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and other Federal statutes and regulations relating to animals; Non-Discrimination; Clean Air and Water; Whistleblower/Enhancement of Contractor Protection from Retaliation for Disclosure of Certain Information; Lobbying Certification; Debarment Certification; Non-delinquency on Federal Debt; Protection of Human Subjects; and Compliance with Law.

A copy of the HHS GPS is available at:

<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>



## ATTACHMENT F COMPENSATION AND PAYMENT PROCEDURE

Sub-grantee's total compensation for the grant agreement period will be \$417,600.

Sub-grantees will receive compensation in three payable periods:

1. 50% upon receipt of signed agreement
2. 40% at the half-way mark of sub-grantee's term of agreement, provided that the Sub-grantee's reporting is up to date, service delivery accomplishments reflect progress toward goals, and sub-grantee has completed Attachment C: Financial Report showing the nature and amount of expenditures to date.
3. Final 10% upon completion of the products listed in the associated Scope of Work (SOW) for the grant period, provided that all required grant reporting is complete and sub-grantee has completed Attachment C: Financial Report showing the nature and amount of expenditures covering the entire grant period.

Sub-grantee will submit an invoice for the approved amounts utilizing the sub-grantee's preferred invoice form.

<b>Period</b>	<b>Initial Amount</b> <i>(Payable upon execution of contract/SOW and submission of an invoice)</i>	<b>Mid-year Amount</b> <i>(Payable at the half-way point of contract/SOW upon submission of an invoice)</i>	<b>Final Amount</b> <i>(Payable at completion of contract/SOW upon submission of an invoice)</i>
<b>Upon Signing – April 15, 2024</b>	208,800 \$ _____	167,040 \$ _____	41,760 \$ _____

By my signature below, I agree to the total agreed upon funding levels approved by **US Aging** and the compensation & payment procedure.

ACKNOWLEDGED BY:  \_\_\_\_\_ DATE: June 9, 2023



Leaders in Aging Well at Home

### OMB Sub-Recipient Information

The following information is being provided in reference to the sub-award agreement between USAgings and Milwaukee County DHHS AAA dated 06/09/2023 establishing USAgings as a Pass-through Entity (PTE) and Milwaukee County DHHS Area Agency on Aging as a sub-recipient of a federal grant.

**USAgings Point of Contact:** Deborah Stone-Walls

**Federal Award Identification Number (FAIN):** 90HDRC0007

**Federal Award Date:** 12/16/2022

**Federal Award Period of Performance:** 12/16/2022 - 05/18/2024

**Federal Awarding Agency:** Administration for Community Living AOA

Health Disparities among Minority Elders-Technical Assistance Center

**CFDA Number and Name:** 93.048 Special Programs for the Aging, Title IV, and Title II, Discretionary Projects

**Total Amount of Federal Funds Obligated Through Award:**

\$74,999,835.00

**Total Amount of Federal Funds Awarded to USAgings:** \$74,999,835.00

**Federal Award Project Description:** COVID-19 and Influenza Vaccine

Uptake Initiative for Older Adults and People with Disabilities

**Amount of Federal Funds for** \$417,600 **:**

**Sub-award Period of Performance:** 12/19/2022 – 04/15/2024

Prepared By:  DocuSigned by:  I By:  DocuSigned by: 

Name: Sandy Markwood

Title: CEO

Org: USAgings

Date: 6/16/23

Name: Daniel Idzikowski

Title: Director of Aging Services

Org: Milwaukee County DHHS AAA

Date: 06/09/2023

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

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Milwaukee County</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► <b>Local Government</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <b>3</b>  Exemption from FATCA reporting code (if any) <b>C</b>  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>901 N. 9th Street</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Milwaukee, WI 53233</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

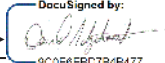
Social security number									
			-			-			
<b>or</b>									
Employer identification number									
3	9		-	6	0	0	5	7	2
									0

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ► 	Date ► <b>06/09/2023</b>
	<small>DocuSigned by: 9C0E6EBC7B4B77...</small>	

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

**What Name and Number To Give the Requester**

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

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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



Leaders in Aging Well at Home

## ELECTRONIC PAYMENT AUTHORIZATION FORM

**USAgings** encourages the use of electronic payment (i.e., direct deposit) by our vendors as an alternative to mailed paper checks for payment of services and/or products. If you are interested in receiving your future payments by direct deposit, please complete and return this form to:

**USAgings**  
**1100 New Jersey Avenue, SE, Suite 350**  
**Washington, DC 20003**  
 Or Email to [gmartiny@usaging.org](mailto:gmartiny@usaging.org)

### ACH CREDIT AUTHORIZATION

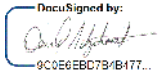
Please type or print neatly

<b>BANK NAME</b>	OPT OUT
<b>BANK ADDRESS</b>	OPT OUT
<b>ACCOUNT NAME</b>	OPT OUT
<b>ACCOUNT ADDRESS</b>	OPT OUT
<b>FBR ROUTING NUMBER (9 Digits)</b>	OPT OUT
<b>CHECKING ACCOUNT NUMBER</b>	OPT OUT
<b>TAX ID # (E.I.N. or S.S.)</b>	OPT OUT

This authorization is to remain in full force and effect until **USAgings** has received written notification from the Company and Authorized Person below of its termination, in such time and in such manner as to afford **USAgings** a reasonable opportunity to act on it.

<b>COMPANY NAME</b>	OPT OUT
<b>COMPANY ADDRESS</b>	OPT OUT
<b>COMPANY CONTACT</b>	OPT OUT
<b>COMPANY CONTACT E-MAIL</b>	OPT OUT
<b>COMPANY PHONE</b>	OPT OUT

By my signature below, I hereby authorize **USAgings** to initiate Automated Clearinghouse (ACH) CREDIT entries to the account indicated above at the depository financial institution, hereinafter called "RDFI." The authorization also allows **USAgings** and/or RDFI to make any necessary corrections and/or adjustments to the entries, including debits to the account.

AUTHORIZED BY:  \_\_\_\_\_ DATE: June 9, 2023