

SUBAWARD

SUBAWARD NUMBER A25-0006-S005	AM. NO.
SUBRECIPIENT IDENTIFICATION NUMBER	

THIS SUBAWARD, made and entered into in the State of California, by and between **Chico State Enterprises**, hereafter called **Recipient**, and

Tehama County

, hereafter called Subrecipient.

Recipient, on behalf of its program, the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AAA-2425-03 (Prime), from California Department of Aging, to provide services according to Title III Programs to meet the needs of California's older adult population. Recipient is entering into this Subaward with Subrecipient in order to facilitate the goals and objectives set forth in the Prime.

Subrecipient agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subaward shall commence **7/1/2024** and will end **6/30/2025**. The maximum amount of this Subaward is **\$ 384,456.00** from the following funding source:

Funding Source	C1 Nutrition	C2 Nutrition
Federal	\$ 93,761.00	\$ 84,205.00
State General Fund	\$ 9,297.00	\$ 29,036.00
State GF Augmentation	\$ 23,319.00	\$ 131,341.00
NSIP	\$ 4,814.00	\$ 8,683.00
Total Groups	\$ 131,191.00	\$ 253,265.00
Grand Total	\$ 384,456.00	

Subrecipient agrees to provide Nutrition under Title IIIB and the parties agree to comply with the terms and conditions of the following exhibits that are made a part of the Subaward Agreement by this reference:

Exhibit A1 – Scope of Work
Exhibit A2 – Scope of Services
Exhibit B1 – Subrecipient Budget Detail
Exhibit B2 – Budget Detail, Payment Provisions, and Closeout
Exhibit C – General Terms and Conditions
Exhibit D – General Program Guide Terms and Conditions
Exhibit E – Specific Program Guide Terms and Conditions
Exhibit F – Prime Award – CDA MOU AAA-2425-03
Exhibit G – CDA Program Guide (released 4.10.2024)

RECIPIENT	SUBRECIPIENT
CHICO STATE ENTERPRISES	Tehama County
BY: (AUTHORIZED SIGNATURE) DATE <i>Susan W Podesta</i> 01/24/2025 <small>Susan W Podesta (Jan 24, 2025 12:38 PST)</small>	BY: (AUTHORIZED SIGNATURE) DATE <i>Bekkie F Emery</i> 1/10/2025
PRINTED NAME AND TITLE OF PERSON SIGNING Susan Podesta Director, Sponsored Programs	PRINTED NAME AND TITLE OF PERSON SIGNING Bekkie F. Emery Executive Director
ADDRESS/E-MAIL 25 Main Street, Suite 203, Chico, CA 95928-5388 swpodesta@csuchico.edu	ADDRESS/E-MAIL 310 S. Main Street, Red Bluff, CA 96080 BEmery@tcdss.org

Exhibit A1

Scope of Work

ARTICLE I. PROGRAM DEFINITIONS (Program Guide § 4.3)

Definitions Specific to Title III Programs

1. **Eligible Service Population for Title III B** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 125, 7127, 7130, 7135 and 7638.7]
2. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
3. **Individual with a disability** the term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
4. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
5. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a Subrecipient, or other local resources that qualify as match for the Contract funding.
6. **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.).
7. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
8. **One-Time-Only Funds** means:
 - a. Titles III federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]
 - b. Title III federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]
 - c. Supplemental Title III program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
9. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer’s disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
10. **Program Income** means revenue generated by the Recipient or the Subrecipient from contract-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.

- b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of goods created under an AAA Subaward agreement.
11. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
12. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

ARTICLE II. TITLE III SCOPE OF WORK (Program Guide § 4.4)

The Subrecipient shall:

1. Implement the statutory provisions of the Title III Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subrecipient shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, RECIPIENT. #1
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from RECIPIENT and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements. #3
3. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services. #7
4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B). #8
5. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C). #9
6. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D). #10
7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721. #11
8. Facilitate RECIPIENT's subcontracting process. #12
9. Facilitate RECIPIENT's process of review, approval, and monitoring of Subrecipient's budgets and expenditures and any subsequent amendments and revisions to budgets. Subrecipient shall, to

the extent feasible, ensure that all budgeted funds are expended by the end of the term of each agreement. #13

10. Facilitate RECIPIENT's process of monitoring, on an ongoing basis, Subrecipient's use of federal and State funds through reporting, site visits, regular contact, or other means to provide assurance that Subrecipient administers federal and state awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. #14
11. RECIPIENT must follow up and ensure that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-2. #14
12. If this Subaward Agreement is for the provision of nutrition services, facilitate RECIPIENT's monitoring of nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
 - a. Inspection of non-food preparation nutrition sites at least every other year.
 - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]
13. If this Subaward Agreement is for the provision of nutrition services, maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. Subrecipient's nutrition program shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
14. Request, as needed, from RECIPIENT, support and technical assistance for direction, guidance, and interpretation of instructions to include client and performance data. #15
15. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures. #16
16. Provide program information and assistance to the public. #17
17. Maintain a program data collection and reporting system as specified in Exhibit E of this Subaward agreement. #18
18. Recognize and utilize as appropriate the focal points designated by the AAA, as specified in 42 U.S.C. 3026(a)(8)(C)(i)-(iii), for comprehensive service delivery in the community:
 - a. Area 3 Agency on Aging Office, 25 Main Street, Suite 202, Chico, CA 95928-5388
 - b. Chico Area Recreation District, 545 Vallombrosa, Chico, CA 95926
 - c. Senior Center, 1335 Myers Street, Oroville, CA 95965
 - d. Colusa Multipurpose Senior Center, 10th and Parkhill, Colusa, CA 95932
 - e. Orland Senior Center, 19 Walker Street, Orland, CA 95963
 - f. Willows Senior Center, 556 E. Sycamore, Willows, CA 95988

- g. Wildwood Senior Center, 366 Meadowbrook Lane, Chester, CA 96020
 - h. Portola Senior Citizen's Club, 449 W. Sierra, Portola, CA 96122
 - i. Veteran's Memorial Hall, 274 Lawrence, Quincy, CA 95971
 - j. Mohawk Resource Center, Highway 89, Graeagle, CA
 - k. Corning Senior Center, 1015 Fourth St, Corning, CA 96021
 - l. Los Molinos Senior Center, 25199 Josephine, Los Molinos, CA 96055
 - m. Red Bluff Multipurpose Senior Center, 1500 S Jackson, Red Bluff, CA 96080 #21
19. If this Subaward Agreement is for the provision of nutrition services, Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
 20. If this Subaward Agreement is for the provision of nutrition services, Offer a meal to a volunteer under-age of sixty (60) if doing so will not deprive an older individual of a meal.
[22 CCR 7638.7(b)(1)] Subrecipient shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
 21. If this Subaward Agreement is for the provision of nutrition services, Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
 22. If this Subaward Agreement is for the provision of nutrition services, Report a meal only once either as a Title III meal or a Title VI meal.
 23. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement. #22
 24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
 25. If this Subaward Agreement is for the provision of nutrition services, Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance.
 26. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, the AAA, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

ARTICLE III Title III C (Nutrition Services) and Nutrition Services Incentive Program (Program Guide § 4.4.3)

The AAA shall:

1. Comply with all provisions in CCR 7630 – 7638.13 Elderly Nutrition Program.
2. On an ongoing basis, Recipient shall monitor the Sub-recipient's use of Federal and State funds through reporting, site visits, regular contact, or other means to assure the Subrecipient administers Federal and State awards in compliance with laws, regulations, and this subaward and that performance goals are achieved. Subrecipient shall ensure that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every year for Title III C-1 and Title III C-2. Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.
3. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by AAA that assures all sites are seen systematically, but not necessarily every year. The Subrecipient Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures shall guarantee the following:
 - a. Inspection of non-food preparation nutrition sites at least every other year.
 - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]
4. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. The AAA and subrecipient shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
5. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
6. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The AAA or the Subrecipient shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
7. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
8. Report a meal only once either as a Title III meal or a Title VI meal.
9. Ensure Title III C meals meet the nutrition requirements of meals:
 - a. Comply with the most current Dietary Guidelines for Americans
 - b. Provide one-third of the Dietary References Intakes (DRI) if providing one meal per day, two-thirds of the DRI if providing two meals per day, and 100% of the DRIs if providing three meals per day.
 - c. Comply with the Older Californians Nutrition Program Menu Guidance.
10. Develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.

11. Annually assess each Title III C-1 and C-2 client's nutrition risk using the DETERMINE Your Nutritional Health checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]
 - a. Title IIIC intake forms must include the DETERMINE Your Nutritional Risk Health checklist questions and scoring as indicated in the Title IIIC – Intake and Assessment Forms Guide.
12. Ensure that an eligible individual who receives a meal is given the opportunity to voluntarily contribute to the cost of the meal.
 - a. Comply with provisions for voluntary contributions in Section 4.4. [OAA §325(b)]
 - b. The nutrition services provider must develop a suggested amount. When developing this contribution amount, the income ranges of the older individuals in the community and the provider's other sources of income shall be considered. [CCR 7638.9.(b)]
- (1) Title III C-1: Post signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals, near the contribution container at each congregate meal site. The guest fee shall cover all meal costs. [CCR 7638.9.(c)]
- (2) Title III C-2: Notify C-2 clients of the suggested contribution amount and methods for making voluntary contributions.

EXHIBIT A2

SCOPE OF SERVICE

Subrecipient shall provide the following services on a regular basis by the close of this Agreement on June 30, 2025:

1. Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.
 - a. Subrecipient will provide 12,000 congregate meals at nutrition sites in Tehama County from July 1, 2024 through June 30, 2025.
 - b. Subrecipient will provide 29,500 home-delivered meals in Tehama County from July 1, 2024 through June 30, 2025.
2. Nutrition Education (number of persons attending): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction (as it relates to nutrition) to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Handout materials may be used as the sole education component for home-delivered meal program participants.
 - a. Subrecipient will provide the Area 3 Agency on Aging with a written plan for nutrition education, indicating the topics to be addressed in each quarter of the year.
 - b. Subrecipient will provide a minimum of one in each quarter of the grant year.
 - c. Subrecipient will provide a minimum of four (4) handout presentations for each home-delivered meal participant, one in each quarter of the grant year.
 - d. Not more than \$3,750 shall be budgeted for this activity.
3. In-Service Training: Subrecipient will provide In-Service Training for all paid and volunteer food service personnel no less than once per calendar quarter. At least two of the quarterly In-Service Trainings shall include the prevention of food borne illnesses. Documentation of all In-Service trainings shall be submitted to the Area 3 Agency on Aging.
4. Food Safety Certification: Subrecipient will assure that at least one paid or volunteer staff personnel at each food facility has successfully completed a food safety certification course and has a current certificate. Evidence of certification shall be submitted to the Area 3 Agency on Aging.
5. Nutrition Risk Assessment: Subrecipient will complete a Nutrition Risk Assessment screening of all new participants, both Congregate and Home-Delivered, and record the participant's score on the Project Intake form. The screening shall be completed at least annually thereafter for Home-Delivered participants.
6. Monitoring of food facilities: Subrecipient will monitor all food facilities for safe food handling and sanitation practices no less than once per calendar quarter, utilizing a form provided by the Area 3 Agency on Aging. Exceptions shall be limited to those food facilities where food service is provided only two days a week or less, in which case the subrecipient shall monitor no less than once every six months. Monitoring of food facilities shall be conducted by the Project's Registered Dietician or Project Director. Documentation of all monitoring shall be submitted to the Area 3 Agency on

Aging.

7. Monitoring of Home-Delivered Routes: Subrecipient will monitor every Home Delivered Meal route for safe food handling and sanitation practices no less than once per grant year, utilizing a form provided by the Area 3 Agency on Aging. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.
8. Satisfaction Survey: Subrecipient will provide participants with an opportunity to express their opinion of the services received, and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.
9. Subrecipient will serve meals for both the congregate and home-delivered programs five (5) days per week, with the exception of the following holidays:

Independence Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Year's Day	Martin L. King Day
Lincoln's Birthday	Washington's Birthday	Memorial Day

10. Subrecipient will serve the geographic area of Tehama County. Nutrition services will be available at a minimum, in Tehama.

A. TARGET POPULATION OBJECTIVES

1. Subrecipient will give preference to older individuals with greatest economic and social need, with particular attention to low-income minority individuals, by providing them services in proportion to their existence in the general population. The number of low-income, minority, and geographically isolated individuals actually served must equate to the percentages of those populations indicated in the most recent Census, as compared to the total number of unduplicated persons served. Additionally those older persons at risk of institutionalization should be given priority.

Target Population in Greatest Social & Economic Need (Combined C-1, C-2)	Unduplicated Persons To Be Served	
	C-1	C-2
Total New Seniors	10	12
New Low Income	2	2
New Minority	3	4
New Geographically Isolated	5	5

B. REPORTING (Program Guide §4.9)

1. Subrecipient shall submit to the Agency the appropriate client information and CARS program performance reports no later than the 10th day of each month, and the financial status report no later than the 20th day of each month.
2. Budget must make provision for payment of database usage to RTZ.
3. All employees involved in data collection or data entry shall be finger printed. All of said employees will complete the CDA Form 1024 – Information Privacy and Security Training by July 31, 2024 or within 30 days of hire.
4. Performance by Subrecipient shall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain above 85% of the projected year-to-date plan at the end of each consecutive month.

5. For performance objectives falling below 85% of the contracted level of units of service, Subrecipient must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.
6. Subrecipients are required to meet all reporting and submittal deadlines. Any subrecipient who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subrecipient who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.
7. Failure of Subrecipient to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

C. COMPENSATION

1. Subrecipient shall be reimbursed for actual costs as submitted on the financial reports each month. Costs should be fairly close to 1/12th of the total award amount each month, but there may be months where the costs are higher or lower. Subrecipient is responsible for monitoring the status of the grant funds reported each month to ensure excess funds are not being requested which would result in a deficit at the end of the year. Subrecipient may request an advance of up to 1/12th of the total available funding, but such advance must be liquidated by December 31. Advance payments are subject to the reasonable discretion of the Agency.
2. At closeout, Subrecipient shall be compensated by Agency for all eligible senior meal expenses not to exceed maximum grant award upon receipt of properly documented CARS reports, Form F-151, and Request for Funds.
3. The total compensation for congregate to Subrecipient shall not exceed the maximum available funding of \$ 126,377.00.
4. The total compensation for home-delivered to Subrecipient shall not exceed the maximum available funding of \$ 244,582.00
5. The NSIP award will be available not to exceed \$ 4,814 for congregate and \$ 8,683 for home-delivered for a total of \$ 13,497.

D. MATCHING CONTRIBUTION

Subrecipient shall provide the non-Federal matching contribution required, equaling or exceeding the minimum requirement of 10.53% of the sum of the subcontract award plus Subrecipient's matching contribution.

E. EQUIPMENT PURCHASE

Equipment purchase must be on the budget and approved before purchase.

Exhibit B1
Sub-Recipient Budget Detail

TITLE IIIC1 CONGREGATE NUTRITION BUDGET				
Agency:		Meals on Wheels Tehama County		
Budget Period:		July - June (12 months)		
Fiscal Year:		24/25 (X) Original Budget () Revision No. ____		
		Date: 9/25/2024		
		Contracted # of Meals:		
		12000		
		(a) Budgeted		
COST CATEGORY		Costs	(i) Congregate Meals	(ii) Nutrition Education
(1) Personnel	Cash	\$68,705	\$68,705	
	In-Kind	\$4,374	\$4,374	
(2) Fringe Benefits	Cash	\$13,626	\$13,626	
	In-Kind	\$0		
(3) Staff Travel	Cash	\$0		
	In-Kind	\$0		
(4) Staff Training	Cash	\$0		
	In-Kind	\$0		
(5) Property/Equipment*	Cash	\$0		
	In-Kind	\$0		
(6) Supplies	Cash	\$0		
	In-Kind	\$0		
(7) Consultants	Cash	\$2,776	\$2,776	
	In-Kind	\$0		
(8) Food Costs	Cash	\$45,900	\$45,900	
	In-Kind	\$0		
(9) Other Costs	Cash	\$17,809	\$17,809	
	In-Kind	\$0		
(9) Allocated Direct Costs	Cash	\$0		
	In-Kind	\$0		
(10) Total Direct Costs	Cash	\$148,816	\$148,816	\$0
	In-Kind	\$4,374	\$4,374	\$0
(11) Indirect Costs @ 10% MAX	Cash	\$1,769	\$1,769	
	In-Kind	\$0		
(12) Subrecipient Costs	Cash	\$0		
	In-Kind	\$0		
(13) TOTAL COSTS	Cash	\$150,585	\$150,585	\$0
	In-Kind	\$4,374	\$4,374	\$0
		(b) Budgeted		
FUNDING CATEGORY		Funds	(i) Congregate Meals	(ii) Nutrition Education
(14) USDANSIP	Cash	\$4,814	\$4,814	
	In-Kind	\$0		
(15) Non-Matching	Cash	\$0		
	In-Kind	\$0		
(16) Matching	Cash	\$10,500	\$10,500	
	In-Kind	\$4,374	\$4,374	
(17) Grant Related Income	Cash	\$8,894	\$8,894	
	In-Kind	\$0		
(18) Title IIIC1 State GF Grant Funds	Cash	\$32,616	\$32,616	
	In-Kind	\$0		
(19) Title IIIC1 Federal Grant Funds	Cash	\$93,761	\$93,761	
	In-Kind	\$0		
(20) TOTAL FUNDING	Cash	\$150,585	\$150,585	\$0
	In-Kind	\$4,374	\$4,374	\$0
MATCH CHECK		(c) Match	(i) Congregate Meals	(ii) Nutrition Education
Total Match		\$14,874	\$14,874	\$0
10.53% Minimum		10.53%	10.53%	#DIV/0!
* (!) IT EQUIPMENT AND EQUIPMENT VALUED OVER \$4,999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P				
REV 12/21/2023				

TITLE IIIC2 HOME-DELIVERED NUTRITION BUDGET				
Agency:		Meals on Wheels Tehama County		
Budget Period:		July - June (12 months)		
Fiscal Year:		24/25 (X) Original Budget () Revision No. ____		
		Date: 9/25/2024		
		Contracted # of Meals:		
		29500		
		(a) Budgeted		
COST CATEGORY		Costs	(i) Home-Delivered Meals	(ii) Nutrition Education
(1) Personnel	Cash	\$167,481	\$167,481	
	In-Kind	\$1,640	\$1,640	
(2) Fringe Benefits	Cash	\$33,254	\$33,254	
	In-Kind	\$0		
(3) Staff Travel	Cash	\$0		
	In-Kind	\$0		
(4) Staff Training	Cash	\$0		
	In-Kind	\$0		
(5) Property/Equipment*	Cash	\$0		
	In-Kind	\$0		
(6) Supplies	Cash	\$0		
	In-Kind	\$0		
(7) Consultants	Cash	\$6,824	\$6,824	
	In-Kind	\$0		
(8) Food Costs	Cash	\$112,838	\$112,838	
	In-Kind	\$0		
(9) Other Costs	Cash	\$21,772	\$21,772	
	In-Kind	\$0		
(9) Allocated Direct Costs	Cash	\$0		
	In-Kind	\$0		
(10) Total Direct Costs	Cash	\$342,169	\$342,169	\$0
	In-Kind	\$1,640	\$1,640	\$0
(11) Indirect Costs @ 10% MAX	Cash	\$4,348	\$4,348	
	In-Kind	\$0		
(12) Subrecipient Costs	Cash	\$0		
	In-Kind	\$0		
(13) TOTAL COSTS	Cash	\$346,517	\$346,517	\$0
	In-Kind	\$1,640	\$1,640	\$0
		(b) Budgeted		
FUNDING CATEGORY		Funds	(i) Home-Delivered Meals	(ii) Nutrition Education
(14) USDANSIP	Cash	\$8,683	\$8,683	
	In-Kind	\$0		
(15) Non-Matching	Cash	\$45,000	\$45,000	
	In-Kind	\$0		
(16) Matching	Cash	\$27,146	\$27,146	
	In-Kind	\$1,640	\$1,640	
(17) Grant Related Income	Cash	\$21,106	\$21,106	
	In-Kind	\$0		
(18) Title IIIC2 State GF Grant Funds	Cash	\$160,377	\$160,377	
	In-Kind	\$0		
(19) Title IIIC2 Federal Grant Funds	Cash	\$84,205	\$84,205	
	In-Kind	\$0		
(20) TOTAL FUNDING	Cash	\$346,517	\$346,517	\$0
	In-Kind	\$1,640	\$1,640	\$0
MATCH CHECK		(c) Match	(i) Home-Delivered Meals	(ii) Nutrition Education
Total Match		\$28,786	\$28,786	\$0
10.53% Minimum		10.53%	10.53%	#DIV/0!
* (!) IT EQUIPMENT AND EQUIPMENT VALUED OVER \$4,999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P				

Exhibit B2
Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS (Program Guide § 3.15)

A. Expenditure of Funds (Program Guide § 3.15.1)

1. The Subrecipient shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

a. Mileage/Per Diem (meals and incidentals)/Lodging:
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

b. Out of State: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Subrecipient from paying any differences in costs, from funds other than those provided by RECIPIENT, between the CalHR rates and any rates Subrecipient 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 RECIPIENT. [SCM 3.17.2.A(4)]

Subrecipient agrees to include these requirements in all lower tiered subaward agreements it enters into with sub-subcontractors to provide services pursuant to this Subaward Agreement.

3. RECIPIENT reserves the right to refuse payment to Subrecipient or disallow costs for any expenditure, as determined by RECIPIENT to be: out of compliance with this Subaward Agreement, unrelated or inappropriate to Subaward activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds (Program Guide § 3.15.2)

1. Subrecipient 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 Subrecipient and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

C. Financial Management Systems (Program Guide § 3.15.3)

Subrecipient shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

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

D. Unexpended Funds (Program Guide § 3.15.4)

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

E. Funding Contingencies (Program Guide § 3.15.5)

1. It is understood between the parties that this Subaward Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Subaward Agreement were executed after that determination was made.
2. This Subaward Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Subaward Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Subaward Agreement in any manner.
3. Limitation of Liability of RECIPIENT and/or State (Program Guide § 3.15.6)

Payment for performance by the Subrecipient shall be dependent upon the availability of future appropriations by the California Legislature or Congress for the purposes of this Subaward, approval by RECIPIENT of Subrecipient's budget, and approval by the State of RECIPIENT's itemized Area Plan Budget incorporating Subrecipient's budget.

No legal liability on the part of the State nor the RECIPIENT may arise under this Subaward until funds are made available, Subrecipient's budget has been received and approved by RECIPIENT, the State has approved RECIPIENT's itemized Area Plan Budget incorporating Subrecipient's budget, and Subrecipient has received an executed Subaward.

4. Funding Reduction(s) (Program Guide § 3.15.7)

- a. If funding for any State fiscal year is reduced or deleted by the California Department of Aging, California Department of Finance, California Legislature, or Congress for the purposes of this program, RECIPIENT shall have the option to either:
 1. Terminate Subrecipient pursuant to Exhibit D., Article X or
 2. Offer a Subaward amendment to Subrecipient to reflect the reduced funding for this Subaward.
- b. In the event that RECIPIENT elects to offer an amendment, it shall be mutually understood by both parties that:
 1. RECIPIENT reserves the right to determine which subcontracts, if any, under this program shall be reduced.
 2. Some subcontracts may be reduced by a greater amount than others, and
 3. RECIPIENT shall determine at its sole discretion the amount that any or all of the subcontracts shall be reduced for the fiscal year.

F. Interest Earned (Program Guide § 3.15.8)

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to RECIPIENT. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. Subrecipient must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - a. The Subrecipient receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION (Program Guide § 4.5)

A. Budget & Budget Revision

1. Subrecipient shall be compensated for expenses only as itemized in Subrecipient's budget then most recently approved by RECIPIENT and shall not be entitled to payment for those expenses until review and approval by RECIPIENT of Subrecipient's budget and until review and approval by the State of RECIPIENT's Area Plan Budget incorporating Subrecipient's budget. Subrecipient's Budget as approved by RECIPIENT is hereby incorporated by reference into this Subaward Agreement as a part of Exhibit B.
2. At any time during the Subaward period, RECIPIENT may request that Subrecipient revise its budget to reflect changes in funding levels, or to more closely align with realistic projections of service levels, income, or expense.
3. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Subrecipient's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 - a. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 - b. Fringe Benefits.
 - c. Contractual Costs – Subaward and consultant cost detail.
 - d. Indirect Costs.
 - e. Rent - specify square footage and rate.
 - f. Supplies.
 - g. Equipment - detailed descriptions and unit costs.
 - h. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 - i. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 - j. Other Costs - a detailed list of other operating expenses.

B. Indirect Costs (Program Guide § 4.5.1)

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subrecipient's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Sub Contractor's MTDC per funding category. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)].
2. Subrecipients requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting minimum matching requirements.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income (Program Guide § 4.6)

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. 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 4).
3. For Title IIIB, IIIC, Program Income must be spent before Subaward funds (except as noted in 4) and may reduce the total amount of Subaward funds payable to the Subrecipient.
4. For Title IIIB and IIIC programs, if Program Income is earned by Subrecipient in excess of the amount reported in Subrecipient's last RECIPIENT-approved budget, and if aggregate Program Income earned by all providers and RECIPIENT exceeds the amount reported in RECIPIENT's last CDA-approved Area Plan Budget, a proportionate share of the aggregate excess amount attributable to Subrecipient may be deferred for use during the first quarter of the following contract budget period, if said following contract budget period is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Subaward Agreement.
7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds (Program Guide § 4.6.1)

One-Time-Only funds are grant funds which are additional to Subrecipient's baseline award. If awarded, One-Time-Only funds will be awarded by formal amendment of this Subaward Agreement, will be identified by the AAA as "one-time-only" or "OTO" in said amendment, and shall not be expended by Subrecipient for any purpose other than the specific purpose or purposes set forth in said amendment.

1. Titles III federal Program OTO funds shall only be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by CDA and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects that are approved in advance by CDA and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
 - d. OTO funds can be used to maintain or increase baseline services. However, Subrecipient shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Subaward period.
2. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions (Program Guide § 4.6.2)

"Matching Contributions" means local cash and/or in-kind contributions made by the Subrecipient, a sub-Subrecipient, or other local resources that qualify as match for the Subaward funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Subrecipient.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Program Guide § 4.7)

- A. Subrecipient may make written request to RECIPIENT for approval of a revision to Subrecipient's budget, but RECIPIENT may withhold such approval if such revision might cause RECIPIENT not to comply with any restrictions regarding revisions to the Area Plan Budget approved by the Department of Aging, or if sufficient funds are not available.
- B. The final date to submit a request for a budget revision initiated by Subrecipient is December 15th of the Subaward Agreement period for a budget revision requiring a transfer of funds between Title IIIB, IIIC-1, or IIIC-2, unless otherwise specified by RECIPIENT.
- C. The final date to submit a request for a budget revision containing line item adjustments only, and not requiring such transfer of funds, is March 30th.

D. Matching Requirements

1. The required program matching contribution for Title IIIB and IIIC is 10.53 percent.
2. Minimum matching requirements for Title IIIB and IIIC are calculated on net costs, which are total costs less program income, NSIP, and non-matching contributions.
3. Program matching contributions for Title IIIB and IIIC can be pooled to meet the minimum requirement of 10.53%.
4. Matching contributions generated in excess of the minimum required are considered overmatch.

E. Equipment

Equipment /Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from RECIPIENT. To request approval for specific equipment items, requests with justifications shall be sent to sgebhart@csuchico.edu. Such items must also be included in Recipient's approved Area Plan Budget. Please note an approved budget is not approval for equipment purchase.

ARTICLE V. PAYMENTS (Program Guide § 4.8)

- A. For Title III B and III C Programs, the Subrecipient shall prepare and submit to RECIPIENT a monthly expenditure report and request for payment, in a format determined by RECIPIENT, no later than the 20th calendar day of each month. The report shall include all costs and funding sources for the month prior, including NSIP for III C programs.
- B. RECIPIENT shall review requests for payment to ensure compliance with the approved Subaward budget and will analyze current cash needs.
- C. RECIPIENT shall pay Subrecipient a total not to exceed the maximum amount specified herein. Payments to Subrecipient will be made after Enterprises receives funds from the Prime agency.
- D. RECIPIENT may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Subrecipient, until such time as RECIPIENT determines that the financial management standards are met.
- E. Maximum Funds Available

In consideration of the timely performance of the Subrecipient in a manner consistent with the law and this Subaward Agreement, including reporting requirements, RECIPIENT shall pay the Subrecipient the **lesser** of (1) the Subrecipient's respective expenditures within the limitations of the approved budget and budget narrative attached hereto, and within the purview of eligible and chargeable costs as set forth in said budget and 45 CFR, Appendix F, and not otherwise reimbursed;

or (2) the maximum Subaward for each category of service as specified herein, or as hereinafter modified in writing by RECIPIENT; or (3), at the option of RECIPIENT, the product of the respective number of units of service actually provided for each category of service, for each County to be served, multiplied by the applicable maximum Subaward baseline award for said category of service, divided by the respective number of units of service for said category of service and County set forth in the scope of work attached hereto, or as hereinafter modified in writing by RECIPIENT.

ARTICLE VI. CLOSEOUT (Program Guide § 4.12)

- A. The Financial Closeout Report and updated Report of Property Purchased with Agreement Funds must be submitted to RECIPIENT on or before July 25, 2025.

If a Subaward is terminated prior to the end of the Subaward period, all reports are due within 20 calendar days following the date of termination.

- B. At RECIPIENT's election, grant funds may be reduced proportionately to maintain the required matching ratios if Subrecipient fails to report sufficient match in the Financial Closeout Report.
- C. If the final expenditures reported to RECIPIENT exceed the amount paid to Subrecipient, RECIPIENT will reimburse the difference to Subrecipient up to the maximum amount. If the expenditures reported by Subrecipient are less than the payment amount, RECIPIENT will invoice Subrecipient for the unspent funds or deduct the amount of unspent funds from the amount advanced for the following contract budget period.

Exhibit C

General Terms and Conditions

1. Approval

This Subaward Agreement is of no force or effect until RECIPIENT's Agreement with the Department of Aging has been signed by both parties and approved by the Department of General Services, if required. Subrecipient may not commence performance until such approval has been obtained.

2. Agreement Authorization (AAA-2425-03 §8)

If a public entity, Subrecipient shall submit to RECIPIENT a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, Subrecipient shall submit to RECIPIENT an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

These documents, including minute orders must also identify the action taken.

Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA 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 Subrecipient authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

3. AMENDMENTS, REVISIONS OR MODIFICATIONS (AAA-2425-03 §16)

- A. No amendment or variation of the terms of this Subaward Agreement shall be valid unless made in writing, signed and approved through by both parties. No oral understanding or agreement not incorporated in this Subaward Agreement is binding on any of the parties.
- B. Any provision of this subaward which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of subaward shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- C. Failure by the AAA to take necessary actions required by amendments to this Subaward and/or the Program Guide shall constitute a material violation.
- D. RECIPIENT reserves the right to revise, waive, or modify the Subaward Agreement to reflect any restrictions, limitations, or conditions enacted by the State, or enacted by Congress or the Legislature.

4. Audit (Program Guide § 3.7)

Subrecipient agrees that RECIPIENT, the awarding State agency, the Department of General Services, the California State Auditor, or their designated representative shall have the right to audit and/or review and copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in Exhibit D. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Subrecipient agrees to refund to RECIPIENT any amounts claimed for reimbursement and paid to Subrecipient which are later disallowed by RECIPIENT after audit or inspection of records.

5. Use of Name and Publicity

Neither Party will use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this agreement or any product or service resulting from this agreement, without prior written approval of the other Party.

6. Indemnification

- A. Subrecipient shall defend, indemnify, and hold harmless RECIPIENT; California State University, Chico; the California State University (CSU); the Trustees of the CSU, the State of California, and their officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of Subrecipient, its officers, employees, and agents.
- B. RECIPIENT shall defend, indemnify, and hold harmless Subrecipient, its officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts.

7. Commencement of Work (AAA-2425-03 §7)

Should Subrecipient begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

8. Standards of Work (AAA-2425-03 §9A)

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

9. Corporate Status (AAA-2425-03 §9B)

- A. Subrecipient shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, Subrecipient shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
- B. Subrecipient shall ensure that any sub-Subrecipients providing services under this Agreement shall be of sound financial status.
- C. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
- D. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Subaward Agreement with RECIPIENT until satisfactory status is restored. Failure to maintain good standing by a sub-subcontracting entity shall result in suspension or termination of the sub-Subaward by Subrecipient until satisfactory status is restored.

10. Nondiscrimination (AAA-2425-03 §9C)

The Subrecipient 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, the Subrecipient shall comply with the following:

- A. **Equal Access to Federally Funded Benefits, Programs and Activities** - The Subrecipient shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d; 45 CFR 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
- B. **Equal Access to State-Funded Benefits, Programs and Activities** - The Subrecipient shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code§ 11135 et seq., and 2 CCR§ 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR§ 98323]
- C. **California Civil Rights Laws** - Subrecipient shall, ensure compliance with the requirements of California Public Contract Code§ 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Subaward Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Subrecipient compliance with the Unruh Civil Rights Act (Cal. Civ. Code§ 51) and the Fair Employment and Housing Act (Cal. Gov. Code§ 12960) and ensures that Subrecipient's internal policies are not used in violation of California Civil Rights Laws.
- D. The Subrecipient assures RECIPIENT that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC 12101 et seq.)
- E. The Subrecipient agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Subaward Agreement.

11. **Lobbying Certification (AAA-2425-03 §9 D)**

Subrecipient, by signing this Subaward Agreement, hereby certifies to the best of its knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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 into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C. Subrecipient shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all sub-subcontractors shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
- E. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

- F. 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.

12. Conflict of Interest (AAA-2425-03 §9E)

- A. The Subrecipient shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of sub-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 RECIPIENT determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RECIPIENT and such conflict may constitute grounds for termination of the Subaward Agreement.
- B. 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.

13. Covenant Against Contingent Fees (AAA-2425-03 §9F)

- A. Subrecipient warrants that no person or selling agency has been employed or retained to solicit this Subaward Agreement. There has been no agreement to make commission payments in order to obtain this Subaward Agreement.
- B. For breach or violation of this warranty, RECIPIENT shall have the right to terminate this Subaward Agreement without liability or at its discretion to deduct from the Subaward Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

14. Payroll Taxes and Deductions (AAA-2425-03 §9G)

Subrecipient shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

15. Subawards in Excess of \$100,000 (AAA-2425-03 §9 H)

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

- a. Clean Air Act, as amended. [42 USC 7401]
- b. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
- c. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- d. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- e. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

16. Debarment, Suspension, and Other Responsibility Matters (AAA-2425-03 § 9 I)

- A. Subrecipient certifies to the best of its knowledge and belief, that it and its sub-Subcontractors:
 - 1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

2. Have not, within a three-year period preceding this Subaward Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. 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 (l)(b) of this certification.
 4. Have not, within a three-year period preceding this Subaward Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
- B. Subrecipient shall report immediately to RECIPIENT in writing, any incidents of alleged fraud and/or abuse by either Subrecipient or sub-Subcontractors.
- C. Subrecipient shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by RECIPIENT.
- D. Subrecipient agrees to timely execute any and all amendments to this Subaward Agreement or other required documentation relating to the sub-Subrecipient's debarment/suspension status.

17. Subrecipient's Staff (AAA-2425-03 §9J)

Subrecipient shall maintain adequate staff to meet Subrecipient's obligations under this Agreement.

This staff shall be available to the State and/or to RECIPIENT for training and meetings which the State and/or RECIPIENT may find necessary from time to time.

18. Remedies (AAA-2425-03 §14)

Subrecipient agrees that any remedy provided in this Subaward Agreement is in addition to and not in derogation of any other legal or equitable remedy available to RECIPIENT as a result of breach of this Agreement by Subrecipient, whether such breach occurs before or after completion of the project.

19. Dissolution of Entity (AAA-2425-03 §15)

Subrecipient shall notify RECIPIENT immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

20. Subject Headings

Headings within this Subaward Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

21. Force Majeure

Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, pandemics, and other natural disasters such that performance is impossible.

22. Governing Law

This Subaward Agreement is governed by and shall be interpreted in accordance with the

laws of the State of California.

23. Severability

The invalidity or unenforceability of any provisions of this Subaward Agreement shall not affect the validity or enforceability of any other provision of this Subaward Agreement, which shall remain in full force and effect.

24. Entire Agreement

This Subaward Agreement and exhibits constitute the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings of the Parties, written or oral.

25. Order of Precedence and Resolution of Language Conflicts (Program Guide §3.1.2)

Subrecipient agrees to the extent applicable to the work to be performed by Subrecipient under this Subaward to comply with the provisions and clauses of the Prime Agreement and CDA Program Guide listed in Exhibits F & G. Where appropriate in the clauses, the term “CDA” shall mean “Recipient” and the terms “AAA” or “Chico State Enterprises” shall mean Subrecipient

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The HHS Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. This Subaward Agreement, and all exhibits and amendments thereto.
5. Agreement No. AAA-2425-03 between RECIPIENT and the California Department of Aging, all Exhibits and any amendments thereto.
6. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants_policies-regulations/index.html
7. Program memos and other guidance issued by CDA.

Exhibit D
General Program Guide Terms and Conditions

Agency (Required for federal funding source)	Prime Agreement Number/Date (if available)	If Federal, CFDA/ALN Number	Is prime award R&D? (yes/no)
U.S. Department of Health and Human Services, Administration for Community Living	AAA-2425-03	93.044 93.045 93.053	No

ARTICLE I. GENERAL DEFINITIONS (Program Guide § 3.1)

A. General Definitions (Program Guide §3.1.1)

1. The term "Subaward Agreement" or "Subaward" shall mean this numbered Subaward Agreement, referenced exhibits, amendments hereto, the Request for Proposal and Subrecipient's Proposal, if any, the terms and conditions of Agreement No. AAA-2425-03 between Chico State Enterprises and the California Department of Aging and amendments thereto which are all hereby incorporated herein, as well as the Planning and Service Area No. 3 Area Plan and Area Plan Budget and any other documents incorporated by reference, unless otherwise provided in this Article.
2. "Subrecipient" means the governmental, nonprofit, or other legal entity awarded funds under this Subaward Agreement and is accountable to RECIPIENT and to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Subaward Agreement.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "Cal. Gov. Code" means California Government Code.
6. "OMB" means the federal Office of Management and Budget.
7. "Cal. Pub. Con. Code" means the California Public Contract Code.
8. "Cal. Civ. Code" means California Civil Code
9. "Reimbursable item" also means "allowable cost" and "compensable item."
10. "State" and "Department" mean the State of California and the California Department of Aging {CDA} interchangeably.
11. "Subrecipient" means the legal entity that receives funds from the Recipient to carry out part of a federal award identified in this Agreement.
12. "Contract" means any form of legal agreement between the Recipient and a contractor, including an agreement that the Recipient considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
13. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.
14. "USC" means United States Code.

15. "HHS" means United States Department of Health and Human Services

16. "OAA" means Older Americans Act.

ARTICLE II. GENERAL ASSURANCES (Program Guide § 3.2)

- A. **Law, Policy and Procedure, Licenses, and Certificates** (Program Guide §3.2.1) - Subrecipient agrees to administer this Subaward Agreement in accordance 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 Subaward Agreement and resolve all issues using good administrative practices and sound judgment. Subrecipient and its sub-Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
- B. **Subaward** (Program Guide §3.2.2)- The Subrecipient shall require language in all subawards to require all sub-Subrecipients to comply with all applicable State and federal laws.
- C. **Facility Construction or Repair** (Program Guide §4.4.2) - This section applies only to Title III B funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair, but only with prior written approval by RECIPIENT.
 - 1. When applicable for purposes of construction or repair of facilities, Subrecipient shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60].
 - 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property except where permitted by law and by RECIPIENT.
 - 3. When funding is provided for construction and non-construction activities, Subrecipient must obtain prior written approval from RECIPIENT before making any fund or budget transfers between construction and non-construction.

ARTICLE III. RECORDS (Program Guide §3.3)

- A. Subrecipient shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (Closeout to RECIPIENT) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance to Article IX of this exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to RECIPIENT and CDA. All records pertaining to this Subaward Agreement must be made available for inspection and audit by RECIPIENT or by the State or its duly authorized agents, at any time during normal business hours.

- B. All such records, including confidential records, must be maintained and made available by Subrecipient: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Subaward Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Subaward Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above.

Subrecipient shall ensure that any resource directories and all client records remain the property of RECIPIENT and CDA upon termination of this Subaward Agreement and are returned to RECIPIENT and/or CDA or transferred to another Subrecipient as instructed by RECIPIENT and/or CDA.

- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of RECIPIENT and/or the State and is so stated in writing to Subrecipient.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by RECIPIENT under this Subaward Agreement.
- F. If the allowability of expenditures cannot be determined because records or documentation of Subrecipient are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by RECIPIENT or CDA during the audit resolution process.
- G. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE IV. ACCESS (Program Guide §3.5)

Subrecipient shall provide access to RECIPIENT, the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of Subrecipient which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Subrecipient shall include this requirement in its sub-subcontracts.

ARTICLE V. MONITORING AND EVALUATION (Program Guide §3.6)

- A. Authorized RECIPIENT and/or State representatives shall have the right to monitor and evaluate Subrecipient's administrative, fiscal and program performance pursuant to this Subaward Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. Subrecipient shall cooperate with RECIPIENT and the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

- C. Subrecipient shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. Subrecipient is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE VI. INSURANCE (Program Guide §3.8)

- A. Prior to commencement of any work under this Subaward Agreement, Subrecipient shall provide to the recipient, for the term of this Agreement, the following insurance:
 - 1. General liability of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 - 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Subaward Agreement.
 - 3. If applicable, or unless otherwise amended by future regulation, Subrecipient and Subcontractors shall comply with the Public Utilities Commission 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:
 - \$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
 - 4. Workers Compensation and Employers' Liability per statutory limits.
 - 5. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Recipient, or be provided through partial or total self-insurance acceptable to the Recipient.
- C. Evidence of insurance shall be in a form and content acceptable to Recipient.
- D. Subrecipient shall notify RECIPIENT within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to RECIPIENT, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
 - 2. The Certificate of Insurance shall provide that The State of California; the California State University (CSU); the Trustees of the California State University; California State University, Chico; Chico State Enterprises; University Foundation, California State University, Chico; and the officers, employees, representatives, volunteers, and agents of each of them are included as additional insureds, with respect to work performed under this Subaward Agreement. Workers Compensation and Professional liability coverage are exempt from this requirement.
 - 3. Chico State Enterprises shall be named as the certificate holder and RECIPIENT's address must be listed on the certificate.

- F. The insurance provided herein shall be in effect at all times during the term of this Subaward Agreement. In the event the insurance coverage expires during the term of this Subaward Agreement, Subrecipient agrees to provide RECIPIENT, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year.

In the event Subrecipient fails to keep in effect at all times said insurance coverage, RECIPIENT may, in addition to any other remedies it may have, terminate this Subaward Agreement.

- G. Subrecipient shall require its lower tiered recipients, contractors, and vendors under this Subaward Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Subrecipient shall require all of its lower tier Subcontractors to hold Subrecipient harmless. The sub-Subrecipient's Certificate of Insurance for general and auto liability shall also name Subrecipient, not RECIPIENT nor the State, as the certificate holder and additional insured. Subrecipient shall maintain Certificates of Insurance for all of its Subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Subaward Agreement number shall be submitted to RECIPIENT with this Subaward Agreement.
- I. Subrecipient shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Subrecipient affirms to comply with such provisions before commencing the performance of the work under this Subaward Agreement. [Labor Code§ 3700]

ARTICLE VII. TERMINATION (Program Guide §3.9)

A. Termination Without Cause

Recipient may terminate performance of work under the MOU and this Program Guide, in whole or in part, without cause, if Recipient determines that a termination is in the program's best interest. Recipient may terminate the subaward upon ninety (90) days written notice to the subrecipient. 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 subaward is due to a reduction or deletion of funding by CDA, the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The subrecipient shall submit to recipient a Transition Plan as specified in Exhibit E, Article IV. The parties agree that for the terminated portion of the subaward, the remainder of subaward shall be deemed to remain in effect and is not void.

B. Termination for Cause

Recipient may terminate, in whole or in part, for cause the performance of work under the subaward. Recipient may terminate the MOU upon thirty (30) days written notice to the Subrecipient. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Subrecipient shall submit to Recipient a Transition Plan as specified in this Exhibit E, Article IV. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Subaward shall be effective immediately.
2. A violation of the law or failure to comply with any condition of the Subaward.

3. Inadequate performance or failure to make progress so as to endanger performance of the Subaward
4. Failure to comply with reporting requirements.
5. Evidence that the Subrecipient is in an unsatisfactory financial condition as determined by an audit of the Subrecipient or evidence of a financial condition that endangers performance of the Subaward and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of the Subaward and the services outlined within the subaward in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the subrecipient's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the subrecipient.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the subrecipient's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension.
11. The subrecipient's organizational structure has materially changed.
12. Recipient determines that the subrecipient may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the subrecipient may be subject to special conditions or restrictions.

C. Subrecipient's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by Recipient and/or CDA, the subrecipient shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Subrecipient shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the subaward.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. 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).

D. Effective Date

Termination of the MOU shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the subrecipient. The notice shall describe the action being taken by Recipient,

the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the subrecipient may voluntarily terminate its subaward prior to its expiration either by mutual agreement with Recipient or upon thirty (30) days written notice to Recipient. In case of voluntary termination, the Subrecipient shall allow Recipient up to one hundred eighty (180) days to transition services. The subrecipient shall submit a Transition Plan in accordance with this subaward.

F. Notice of Intent to Terminate by AAA (all other non-Title III Programs)

In the event the subrecipient no longer intends to provide services under the subaward, the subrecipient shall give Recipient a Notice of Intent to Terminate. Such notice shall be given in writing to Recipient at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the subrecipient does not have the authority to terminate the subaward. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Subrecipient shall submit a Transition Plan in accordance with this subaward.

G. In the Event of a Termination Notice

Recipient will present written notice to the Subrecipient 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.

ARTICLE VIII. NOTICES (Program Guide §3.10)

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

Notices mailed to Chico State Enterprises shall be addressed to:

Chico State Enterprises
Attn: Director, Sponsored Contracts
25 Main Street, Suite 103
Chico, CA 95928-5388

Notices mailed to Subrecipient shall be to the address indicated on the signature page of this Subaward Agreement.

- B. Each party may change its address by written notice to the other party in accordance with this Article.

ARTICLE IX. INFORMATION INTEGRITY AND SECURITY (Program Guide §3.11)

This Information Confidentiality and Security Requirements section sets forth the information privacy and security requirements the subrecipient is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the subrecipient, or collected, created, maintained, stored, transmitted, or used by the subrecipient for or on behalf of the recipient and CDA pursuant to subrecipients' subaward with the recipient and the CDA program guide. (Such personal, confidential, and sensitive information is referred to here as CDA PSCI.) All parties desire to protect their privacy and provide for the security of CDA PSCI pursuant to this section of the subaward and in compliance with state and federal laws applicable to CDA PSCI.

The terms of this section shall apply to all contracts, subcontracts, and sub-subawards made by the subrecipient in furtherance of the MOU and services provided in accordance with this Program Guide. The subrecipient shall require its agents, subrecipients, subcontractors, or independent consultants (collectively, agents) to conform to this section regarding CDA PSCI.

A. Definitions

1. Breach:

- a. the unauthorized acquisition, access, use, or disclosure of CDA PSCI in a manner in which comprises the security, confidentiality, or integrity of the information; or
- b. the same definition of “breach of the security system” set forth in California Civil Code section 1798.29, subdivision (f); or
- c. the same as the definition of “breach” set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.

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

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

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

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

- a. **Notice-Triggering Personal Information:** Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See Civil Code section 1798.29.
- b. **Protected Health Information (PHI):** The term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

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

7. Security Incident:

- a. A breach or attempted breach; or
- b. The attempted or successful unauthorized access, disclosure, modification, or destruction of CDA PSCI, in violation of any state or federal law or in a manner not permitted under this Program Guide;

or
- c. the attempted or successful modification or destruction of, or interference with, the SUBRECIPIENT’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDA PSCI; or

- d. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
8. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

B. Disclosure Restrictions

The SUBRECIPIENT shall protect CDA PSCI from unauthorized disclosure. The SUBRECIPIENT shall not disclose, except as otherwise specifically permitted by the MOU and this Program Guide, any CDA PSCI to anyone other than CDA personnel or programs without prior written authorization from the CDA.

1. The SUBRECIPIENT and CDA mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from CDA containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). The SUBRECIPIENT agrees to provide the same, or greater, level of protection to CDA data that would be required if the SUBRECIPIENT were a Business Associate under HIPAA, regardless of whether the SUBRECIPIENT is or is not a Business Associate.
2. To the extent that other state and/or federal laws provide additional, stricter, and/or more protective (collectively, more protective) privacy and/or security protections to CDA PSCI covered under this Program Guide beyond those provided through HIPAA, SUBRECIPIENT agrees:
 - a. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
 - b. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.
 - c. Examples of laws that provide additional and/or stricter privacy protections to certain types of CDA PSCI, as defined in Section 3.11.1 of this Program Guide, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
 - d. If the SUBRECIPIENT is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, the SUBRECIPIENT agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) of that section.

C. Use Restrictions

The SUBRECIPIENT shall not use any CDA PSCI for any purpose other than performing the SUBRECIPIENT's obligations under the MOU and this Program Guide.

D. Safeguards and Security

The SUBRECIPIENT shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDA PSCI including electronic CDA PSCI that it creates, receives, maintains, uses, or transmits on behalf of CDA. The SUBRECIPIENT

shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the SUBRECIPIENT's operations and the nature and scope of its activities. The SUBRECIPIENT's administrative, technical, and physical safeguards shall include, at a minimum:

1. **Technical Security Controls:** The SUBRECIPIENT shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.
2. **Removable Media Devices:** All electronic files that contain CDA PSCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PSCI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
3. **Patch Management:** The SUBRECIPIENT shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.
4. **Confidentiality Statement:** All people that will be working with CDA PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all people prior to accessing CDA PSCI. The statement must be renewed annually. The SUBRECIPIENT shall retain each person's written confidentiality statement for CDA inspection for a period of six (6) years following contract termination.
5. **Transmission and Storage of PSCI:** All persons that will be working with CDA PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such.
6. **Minimum Necessary:** Only the minimum necessary amount of CDA PSCI required to perform necessary business functions applicable to the terms of this Program Guide may be used, disclosed, copied, downloaded, or exported.
7. **Antivirus Software:** All workstations, laptops and other systems that process and/or store CDA PSCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
8. **Data Security:** CDA PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

E. Employee Training

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

F. Employee Discipline

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

appropriate.

G. Mailing:

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

H. Security Officer:

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

I. Mitigation of Harmful Effects:

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

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

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

K. Access to Practices, Books, and Records

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

L. Special Provision for SSA Data

If the SUBRECIPIENT receives data from or on behalf of the recipient and/or CDA that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between CDA and SSA, the SUBRECIPIENT shall provide, upon request by Recipient/CDA, a list of all employees and agents who have access to such data, including employees and agents of its agents, to the requesting agency.

M. Breaches and Security Incidents

The SUBRECIPIENT shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

1. **Notice to Recipient:** The SUBRECIPIENT shall notify Recipient immediately by email or telephone of the discovery of:
 - a. Unsecured CDA PSCI if the CDA PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.
 - b. Any suspected security incident which risks unauthorized access to CDA PSCI and/or other confidential information.
 - c. Any intrusion or unauthorized access, use, or disclosure of CDA PSCI in violation of this Agreement; or

- d. Potential loss of confidential data affecting this agreement.
 - e. Notice via email shall be made using the current CDA 1025 "Information Security Incident Report" forms and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information_security/
 - f. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of CDA PSCI, the SUBRECIPIENT shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and
 - ii. Any action pertaining to such unauthorized disclosure is required by applicable Federal and State laws and regulations.
2. **Investigation of Security Incident or Breach:** The SUBRECIPIENT shall immediately investigate such security incident, breach, or unauthorized use or disclosure of CDA PSCI.
 3. **Complete Report:** The SUBRECIPIENT shall provide a complete report of the investigation to Recipient within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If RECEIPT requests information in addition to this report, the SUBRECIPIENT shall make reasonable efforts to provide RECEIPT with such information. RECEIPT will review and approve or disapprove the SUBRECIPIENT's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the SUBRECIPIENT's corrective action plan.
 - a. If the SUBRECIPIENT does not submit a complete report within the ten (10) working day timeframe, the SUBRECIPIENT shall request approval from RECEIPT within the ten (10) working day timeframe of a new submission timeframe for the complete report.
 4. **Notification of Individuals:** If the cause of a breach is attributable to the SUBRECIPIENT or its agents, the SUBRECIPIENT shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. RECEIPT shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.
 5. **Responsibility for Reporting Breaches to Entities other than RECEIPT:** If the cause of a breach of CDA PSCI is attributable to the SUBRECIPIENT or its subcontractors, the SUBRECIPIENT is responsible for all required reporting of the breach as required by applicable federal and state law.
 6. **Submission of Sample Notification to Attorney General:** If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the SUBRECIPIENT is considered only a custodian and/or non-owner of the CDA PSCI, the SUBRECIPIENT shall, at its sole expense and at the sole election of RECEIPT, either:
 - a. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The SUBRECIPIENT shall inform the CDA Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or
 - b. Cooperate with and assist RECEIPT in its submission of a sample copy of the notification to CDA and the Attorney General.

N. Contact Information

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

CDA Privacy Officer

Office of Legal Services 2880
Gateway Oaks Dr. Suite 200
Sacramento, CA 95833
Attn: Chief Counsel Email:
privacy@aging.ca.gov Telephone:
(916) 419-7500

CDA Information Security Officer

Information Security Branch 2880
Gateway Oaks Dr. Suite 200
Sacramento, CA 95833
Attn: Information Security Officer
Email: iso@aging.ca.gov Telephone:
(916) 419-7500

O. Responsibility of Recipient

Recipient agrees to not request the SUBRECIPIENT use or disclose CDA PSCI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

P. Audits, Inspections, and Enforcement

1. **Recipient Right to Inspect:** From time to time, Recipient may inspect the facilities, systems, books, and records of the SUBRECIPIENT to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) section. The SUBRECIPIENT shall promptly remedy any violation of any provision of this ICSR section. The fact that CDA inspects, or fails to inspect, or has the right to inspect, the SUBRECIPIENT's facilities, systems, and procedures does not relieve the SUBRECIPIENT of its responsibility to comply with this ICSR section.
2. **Notification to CDA in Event the SUBRECIPIENT is Subject to Other Audit:** If the SUBRECIPIENT is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the MOU and/or this Program Guide or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, the SUBRECIPIENT shall promptly notify CDA unless it is legally prohibited from doing so.

Q. Miscellaneous Provisions

1. **Disclaimer:** CDA makes no warranty or representation that compliance by the SUBRECIPIENT with this Program Guide will satisfy the SUBRECIPIENT's business needs or compliance obligations. The SUBRECIPIENT is solely responsible for all decisions made by the SUBRECIPIENT regarding the safeguarding of CDA PSCI and other confidential information.
2. **Amendment:**
 - a. Any provision of the MOU or this Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of the MOU and/or this Program Guide shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
 - b. Failure by the SUBRECIPIENT to take necessary actions required by amendments to the MOU and/or this Program Guide shall constitute a material violation.
3. **Assistance in Litigation or Administrative Proceedings:** The SUBRECIPIENT shall make itself, its employees, and agents available to CDA at no cost to CDA to testify as witnesses in the event of litigation or administrative proceedings being commenced against CDA, its director, officers, or

employees based upon claimed violation of laws relating to security and privacy, and which involves inactions or actions by the SUBRECIPIENT (except where the SUBRECIPIENT or its subcontractor, workforce employee, or agent is a named adverse party).

4. **No Third-Party Beneficiaries** Nothing in this Program Guide is intended to or shall confer upon any third person, any rights, or remedies whatsoever.
5. **Interpretation:** The terms and conditions in this Program Guide shall be interpreted as broadly as necessary to implement and comply with regulations and applicable laws. The parties agree that any ambiguity in the terms and conditions of this Program Guide shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
6. **No Waiver of Obligations:** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation or shall prohibit enforcement of any obligation on any other occasion.
7. **Return or Destruction of CDA PSCI on Expiration or Termination:** At expiration or termination of the MOU, if feasible, the SUBRECIPIENT shall return or destroy all CDA PSCI that the SUBRECIPIENT still maintains in any form and retain no copies of such information. If return or destruction is not feasible, CDA and the SUBRECIPIENT shall determine the terms and conditions under which the SUBRECIPIENT may retain the PSCI.
8. **Data Sanitization:** All CDA PSCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDA PSCI is no longer needed.
 - a. **Survival:** If return or destruction of CDA PSCI is not feasible upon the completion or termination of the MOU, the respective rights, and obligations of the SUBRECIPIENT under this Section shall survive the completion or termination of the MOU between the SUBRECIPIENT and CDA. The SUBRECIPIENT shall also limit further uses and disclosures of CDA PSCI to those purposes that make the return or destruction of the information infeasible.

ARTICLE X. COPYRIGHTS AND RIGHTS IN DATA (Program Guide §3.12)

A. Copyrights

1. If any material funded by this Subaward Agreement is subject to copyright, RECIPIENT reserves the right to copyright such material and Subrecipient agrees not to copyright such material, except as set forth in Section B of this Article.
2. Subrecipient may request permission to copyright material by writing to the Director of RECIPIENT. The Director shall grant permission or give reason for denying permission to Subrecipient in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of RECIPIENT, RECIPIENT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. Subrecipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. Subrecipient shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Subaward Agreement without the express written consent of the Director of RECIPIENT. That consent shall be given, upon

receipt by RECIPIENT of the express written consent of the Director of CDA, 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 RECIPIENT. RECIPIENT or State may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Subrecipient from sharing identifying client information authorized by the participant or summary program information which is not client specific.

2. As used in this Subaward 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 Subaward Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Subaward Agreement, the State and/or RECIPIENT 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 Subaward Agreement.

ARTICLE XI. Public Education and Information (Program Guide §3.13)

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

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

1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.
2. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose.

Subrecipients and lower-tier subcontractors that use CDA funds to produce educational material must receive approval from the CDA Office of Communications prior to production. Additionally, subrecipients that use CDA funds to produce PI&E materials must receive written approval from the CDA Office of Communications in order to use any CDA logo. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov).

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

Inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the CDA Office of Communications.

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

A. S.W.A.G Ban (Program Guide §3.13.1)

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

B. Advertising and Public Relations (Program Guide §3.13.2)

Press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notices that utilize the CDA logo or name, require approval by the CDA Office of Communications prior to publication and dissemination. The AAA shall email the draft language and materials a minimum of ten (10) business days in advance of publication and dissemination to communications@aging.ca.gov and the appropriate CDA Program staff point of contact.

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

C. Approval Requirements for Advertising and Public Relations (Program Guide §3.13.3)

This section further clarifies the approval requirements for Public Education and Information as outlined in section 2.

1. Approval Required for materials that mention the CDA name or use the CDA logo, including:

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

2. No Approval Required:

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

3. Social Media Posts

Approval Required:

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

No Approval Required:

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

4. Specific Scenarios and Examples

- Paid advertisement in local newspaper - No approval is needed if the promotion includes the funding disclaimer without the CDA logo or mentioning CDA.
- Public Notices - No approval is needed for public notices about Area Plan updates or RFPs that use template language but do not use CDA logo.

Examples of materials requiring approval:

- Press releases, brochures, websites, flyers, invitations, presentations, and reports that mention the CDA name beyond the funding disclaimer language or use the CDA logo with or without other logos.

5. Submission Process

- Submit language and materials needing approval to communications@aging.ca.gov
- Review timeline: Typically, within ten (10) business days
- Review dates: First and fifteenth of each month
- Urgent requests: Notify Office of Communications if expedited approval is needed
- Questions
- For questions about approval requirements email communications@aging.ca.gov
- For any inquiries or clarifications regarding the Stevens Amendment, contact your CDA Program Manager.

D. Copyrights/Trademarks (Program Guide §3.13.4)

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

1. The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
2. Any rights of copyright/trademark to which a AAA or subcontractor purchases ownership with grant funds.

Exhibit E

Specific Program Guide Terms and Conditions

ARTICLE I. ASSURANCES SPECIFIC TO AREA PLAN PROGRAMS (Program Guide 4.2)

A. Program Assurances

Subrecipient shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. Subrecipient shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
3. RECIPIENT will make funds available to Subrecipient only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
4. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by Subcontractors.
5. Funds made available under this Subaward 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 services.
6. 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. Subrecipient shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its Subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

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

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

93.053 Nutrition Services Incentive Program.

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

When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the Subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organization 45 CFR 75 Appendix IV to part 75 C. 2.a.

7. Subrecipient assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
 - a. Subrecipient or any Subcontractors for any Title III or Title VII-A services shall not use means tests.

- b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
- c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
- d. Subrecipient will:
 - 1. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - 2. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - 3. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.
 - 4. Establish appropriate procedures to safeguard and account for all contributions.
 - 5. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
- 8. Any Title III service shall not implement a Cost Sharing program unless approved by RECIPIENT and CDA.
- 9. Subrecipient shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.
- 10. Subrecipient shall assist Recipient to identify and make contact with the local Office of Emergency Services (OES) for Subrecipient's service area and to define Subrecipient's, AAA's, and the OES' respective roles and responsibilities. Subrecipient may participate in a discussion of the types of clients served by Subrecipient and how their needs will be addressed by the OES in the community.
- 11. Subrecipient shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the RECIPIENT.
- 12. Subrecipient shall not require proof of age, citizenship, or disability as a condition of receiving services.
- 13. If a senior nutrition program provider, Subrecipient shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
- 14. If a Senior home-delivered program provider, Subrecipient shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]
- 15. Subrecipient shall assure that the following publication conditions are met:

Materials published or transferred by Subrecipient and financed with funds under this Subaward Agreement shall:

- a. state, "The materials or product were a result of a project funded by a contract with 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 California Department of Aging and that the publication may not be based upon or inclusive of all raw data."
16. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.
17. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program

B. Assurances Specific to Legal Service Providers (LSPs) (Program Guide § 4.2.1)

In accordance with OAA § 731, Subrecipient shall assure that the following conditions are met:

- 1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
- 2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible, and services are appropriate.
- 3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
- 4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
- 5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC funded program.
- 6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
- 7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
- 8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.

ARTICLE II. REPORTING PROVISIONS (Program Guide § 4.9)

- A. Subrecipient shall submit program performance reports as applicable for Title III B, Title III C-1, Title III C-2, and Title III D programs in accordance with RECIPIENT and CDA requirements. [Welfare & Inst. Code §9102 (a)(5)]
- B. Subrecipient shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable. For late reports, Subrecipient shall submit a written explanation to RECIPIENT within five (5) calendar days of the due date. This written explanation

shall include the reasons for the delay and the date the report will be submitted.

- C. Subrecipient shall verify the accuracy of the data with the understanding that it will be submitted by RECIPIENT to the Department of Aging for inclusion in reports to the State Executive Branch, Legislative Branch, and the federal government.
- D. Subrecipient shall have written procedures specific to each program which includes:
 - 1. Collection and reporting of program data for Sub-contractor.
 - 2. Ensuring the accuracy of data from intake/assessment process through data entry and reporting to RECIPIENT.
 - 3. Verification of data prior to submission to RECIPIENT.
 - 4. Correction procedures.
 - 5. Method for collecting and reporting:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-registered services.
 - 6. A performance data monitoring process.
- E. Subrecipient shall train and orient staff regarding program data collection and reporting requirements. Subrecipient shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. APPEAL PROCESS (Program Guide § 4.10)

- A. If Subrecipient disputes the administration of this Subaward Agreement, either fiscal or nonfiscal, Subrecipient shall use the appeal procedure established by RECIPIENT and the Area Agency on Aging. Unless RECIPIENT notifies Subrecipient of a different stated time, Subrecipient shall file an appeal within thirty (30) days of the disputed action.
- B. Only after Subrecipient has exhausted all appeal procedures established by RECIPIENT and the Area Agency on Aging shall Subrecipient use the appeal procedure established by the California Department of Aging in 22 CCR §7700 through 7710 to appeal RECIPIENT's final adverse determination relating to Title III programs, if applicable.
- C. Appeal costs or costs associated with any administrative or court review are not reimbursable.

ARTICLE IV. Transition Plans and Obligations Upon Termination (Program Guide § 4.11)

- A. Subrecipient shall submit a transition plan to RECIPIENT within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII of this Subaward Agreement) for a service funded either by Title III. The transition plan must be approved by CDA and RECIPIENT and shall at a minimum include the following:
 - 1. A description of how clients will be notified about the change in their service provider.
 - 2. A plan to communicate with other organizations that can assist in locating alternative services.

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to evaluate clients in order to assure appropriate placement.
 5. A plan to transfer any confidential medical and client records to a new Contractor.
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 7. A plan for adequate staff to provide continued care through the term of the Contract. (22 CCR 7206(e)(4))
 8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
 9. Additional information as necessary to affect a safe transition of clients to other community service providers.
- B. Subrecipient shall implement the transition plan as approved by CDA and RECIPIENT. RECIPIENT will monitor Subrecipient's progress in carrying out all elements of the transition plan.
- C. If Subrecipient fails to provide and implement a transition plan as required by Exhibit D, Article XII of this Subaward Agreement, Subrecipient will implement a transition plan submitted by RECIPIENT to Subrecipient following the Notice of Termination.

ARTICLE V. ADDITIONAL TERMS AND CONDITIONS (RECIPIENT)

- A. Subrecipient's independent audit shall include schedules which correlate by grant category and grant period to program expenditures as reported in Subrecipient's closeout report for the corresponding grant category and grant period. Discrepancies between audit schedules and the closeout report or failure to submit sufficiently detailed and appropriate audit schedules will result in disallowances by RECIPIENT and/or CDA.
- B. Subrecipient shall be in full contract compliance within 120 days of the beginning date of this Subaward Agreement. If full compliance has not occurred within this time period, RECIPIENT shall have the right to evaluate Subrecipient's capacity to fulfill Subaward goals. [CCR 7364(c)].
- C. Unless there are exceptional circumstances as determined by RECIPIENT, should Subrecipient's performance under this Subaward Agreement for any month fall below 85% of the contracted level of units of service or fail to meet the quality performance standards specified in Exhibit A, RECIPIENT may take the following steps:
1. RECIPIENT will advise Subrecipient of such performance deficiency or violation in writing and specify the action(s) that must be taken to remedy the situation.
 2. Subrecipient shall respond within 30 working days of receipt of above notice with a plan for correction.
 3. If approved by RECIPIENT, the plan shall be implemented by Subrecipient within forty-five (45) days of receipt of the notification described in Item 1 (above).
 4. If Subrecipient fails to respond within the appropriate time and/or with an appropriate plan or fails to implement the plan within the forty-five (45) day period, RECIPIENT may serve a written termination notice on Subrecipient, which termination may become effective

immediately. In the event of such termination, RECIPIENT shall be liable for payment only for allowable services rendered prior to the effective date of such termination, provided such services performed are in accordance with the terms of this Subaward Agreement.

5. Exceptional circumstances which could justify performance below the contracted level are those circumstances which are beyond Subrecipient's control, such as natural disasters, inflationary increases beyond anticipated levels, shortages of materials or supplies due to labor disputes or other reasons to be determined at the discretion of RECIPIENT.
6. Subrecipient is a Congregate Nutrition service provider, Subrecipient shall assure that Subrecipient shall be in operation at least five (5) days per week, except in a rural-area where such frequency is not feasible, and a lesser frequency is approved by RECIPIENT and CDA.
7. An amendment is required to change Subrecipient's name as listed on this Subaward Agreement. Upon receipt of legal documentation of name change RECIPIENT will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

ARTICLE VI. RECIPIENT CONTACT

- A. The name of Recipient's contact to request revisions, waivers or modifications affecting this Subaward Agreement is Skye Gebhart, Contracts Analyst.
- B. Subrecipient shall present the name of its contact for this Subaward Agreement to RECIPIENT. Subrecipient shall immediately notify RECIPIENT in writing of any change of its contact or address

E-Contract Review
Approval as to Form

Department Name: Social Services / Community Action Agency

Vendor Name: Chico State Enterprises

Contract Description: For the purpose of Meals on Wheels program funding

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Margaret Long, County Counsel

Date: 1/15/2025