



SUBAWARD

SUBAWARD NUMBER A24-0011-S004	AM. NO.
SUBRECIPIENT IDENTIFICATION NUMBER	

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

SUBRECIPIENT'S NAME

Tehama County

, hereafter called Subrecipient,

Prime Recipient, on behalf of the Passages Area Agency on Aging program, entered into Grant Agreement No. NM-2324-03 (Prime Agreement) with the California Department of Aging which is awarding funds to carry out local assistance under the Modernizing Older Californians Act.

To support this project, the Subrecipient shall, at its own expense, furnish all equipment, labor and materials necessary to provide Prime Recipient with the services described in the attached Scope of Work. These services shall consist of providing meals to its target population within its area of service.

The Term of this Subaward shall commence **July 1, 2025**, and will end **March 31, 2027**.

The total amount of this subaward shall not exceed **\$151,585.00**. Prime Recipient shall reimburse the Subrecipient based on the Grant Period allocation detailed in Attachment B – Budget. The compensation allocated for each grant period can only be spent in that period, and any unspent funds at the end of the period revert to the Prime Recipient.

This Subaward incorporates the following attachments:

Attachment A – Scope of Work (4 pages)

Attachment B – Budget (1 Page)



Attachment C – Contact Information (1 page)

Attachment D – Terms & Conditions (3 pages)

Attachment E – Insurance Requirements (1 page)

Attachment H – Prime Award (78 pages) – Separate pdf

This Subaward has been executed by the parties hereto, upon the date of final signature

PRIME RECIPIENT		SUBRECIPIENT	
Chico State Enterprises		Tehama County	
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
 Mary Sidney (Jul 23, 2025 14:20:12 PDT)	Jul 23, 2025	 Bekkie Emery	7/22/2025
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
Mary Sidney Chief Executive Officer		Bekkie Emery Executive Director	
ADDRESS/E-MAIL		ADDRESS/E-MAIL	
25 Main Street, Suite 203, Chico, CA 95928-5388 msidney@csuchico.edu		310 S Main St, Red Bluff, CA 96080 bemery@tcdss.org	
AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT CODE	
\$ 151,585.00	\$ 151,585.00	SP7336901-SP7337001	

Attachment A Scope of Work

Subgrantee agrees to provide the following nutrition services and meet the following performance goals in compliance with the Older Americans Act; Title III, Subpart C regulations:

A. SERVICE OBJECTIVES

Subgrantee shall provide the following services on a regular basis by the close of this Agreement:

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) Subgrantee will provide 5,010 congregate meals at nutrition sites in Tehama County from July 1, 2025, through June 30, 2026.
 - b) Subgrantee will provide 9,185 home-delivered meals in Tehama County from July 1, 2025, through June 30, 2026.
 - c) Meal count requirements are calculated on a July-June fiscal year and will be communicated by July 1 of each year.
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) Subgrantee 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) Subgrantee will provide a minimum of one in each quarter of the grant year.
 - c) Subgrantee 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: Subgrantee 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 foodborne illnesses. Documentation of all In-Service trainings shall be submitted to the Area 3 Agency on Aging.

4. Food Safety Certification: Subgrantee 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: Subgrantee 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: Subgrantee 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 subgrantee 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 monitorings shall be submitted to the Area 3 Agency on Aging.
7. Monitoring of Home-Delivered Routes: Subgrantee 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: Subgrantee 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. Subgrantee 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	Veterans' Day
Thanksgiving Day	Day after Thanksgiving	Christmas Eve Day
Christmas Day	New Year's Eve Day	New Year's Day
Martin L. King Day	Washington's Birthday	Memorial Day
Juneteenth	-	-

10. Subgrantee will serve the geographic area of Tehama County.

B. TARGET POPULATION OBJECTIVES

1. Subgrantee 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. Additionally, those older adults at risk of institutionalization will be targeted. 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.

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

C. REPORTING

1. Subgrantee 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 fingerprinted. All of said employees will complete the CDA Form 1024 – Information Privacy and Security Training by July 31, 2025, or within 30 days of hire.
4. Performance by Subgrantee 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, Subgrantee must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.
6. Subgrantees are required to meet all reporting and submittal deadlines. Any subgrantee who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subgrantee 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 Subgrantee 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.

D. COMPENSATION

1. Subgrantee 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 when the costs are higher or lower. Subgrantee 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. Subgrantee may request an advance of up to 1/12th of the total available funding, but such an advance must be liquidated by December 31. Advance payments are subject to the reasonable discretion of the Agency.

2. At closeout, Subgrantee 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 Subgrantee shall not exceed the maximum available funding of \$34,771.
4. The total compensation for home-delivered to Subgrantee shall not exceed the maximum available funding of \$116,814.
5. Funding expense periods can extend beyond June 30 of each year and unspent funds can continue to be spent until the March 31 end date of each grant period.

E. EQUIPMENT PURCHASE

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

Attachment B Budget

The budget detail for the period 07/01/25 to 03/31/27 is as follows subject to change on an annual basis. Any changes would be communicated via email by July of each fiscal year with the supporting meal counts:

TEHAMA COUNTY			
GRANT PERIOD	3C1 CONGREGATE	3C2 HOME-DELIVERED	TOTAL AWARD
7/1/2025 - 3/31/2026	\$ 10,870.00	\$ 33,569.00	\$ 44,439.00
7/1/2025 - 3/31/2027	\$ 23,901.00	\$ 83,245.00	\$ 107,146.00
TOTAL COMPENSATION	\$ 34,771.00	116,814.00	\$ 151,585.00

The compensation allocated for each Grant Period can only be spent in that period, and any unspent funds at the end of the period revert to the Prime Recipient.

Funding for additional grant periods, if available, shall be issued via amendments.

Attachment C Contact Information

Prime Recipient Contacts	Subrecipient Contacts
<i>Administrative Contact</i>	<i>Administrative Contact</i>
Name: Mary Neumann Title: Deputy Director Address: Passages Adult Resource Center 25 Main Street, Suite 202 Chico, CA 95928-5388 Telephone: Email: mneumann@csuchico.edu	Name: Desiree Oglesby Title: Address: Tehama County 310 S Main St Red Bluff, CA 96080 Telephone: 530-528-4051 Email: doglesby@tcdss.org
<i>Principal Investigator</i>	<i>Project Director</i>
Name: Joseph Cobery Title: Executive Director Address: Passages Adult Resource Center 25 Main Street, Suite 202 Chico, CA 95928-5388 Telephone: 530-898-6758 Email: jcobery@csuchico.edu	Name: Honey Tourell Title: Address: Tehama County 310 S Main St Red Bluff, CA 96080 Telephone: 530-528-4111 Email: htourell@tcdss.org
<i>Financial Contact</i>	<i>Financial Contact</i>
Name: Skye Gebhart Title: Grants/Contracts Analyst Address: Chico State Enterprises 25 Main Street, Suite 103 Chico, CA 95928 Telephone: 530-898-5829 Email: sgebhart@csuchico.edu	Name: Christy Aurand Title: Address: Tehama County 310 S Main St Red Bluff, CA 96080 Telephone: 530-528-4022 Email: caurand@tcdss.org
<i>Authorized Signatory</i>	<i>Authorized Signatory</i>
Name: Mary Sidney Title: Chief Executive Officer Address: Chico State Enterprises 25 Main Street, Suite 103 Chico, CA 95928 Telephone: 530-898-6811 Email: msidney@csuchico.edu	Name: Bekkie Emery Title: Executive Director Address: Tehama County 310 S Main St Red Bluff, CA 96080 Telephone: 530-528-4078 Email: bemery@tcdss.org

Attachment D

Terms and Conditions

1. **Invoicing:** Subrecipient shall provide Prime Recipient with a monthly invoice for the services provided. **Invoices are due 20 days after the end of the month.** Upon receipt of an invoice, Prime Recipient shall process payment to Subrecipient as provided for by CSE's established policies and procedures, and payment will be issued accordingly for undisputed invoices.
 - A. Invoices shall:
 - i. Be prepared on Subrecipient's letterhead
 - ii. Bear Subrecipient's name as shown on the subaward
 - iii. Bear the subaward number
 - iv. Itemize the costs incurred
 - v. Include a summary of the services provided
 - vi. Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Subaward
 - vii. Be emailed to Principal Investigator and cc the Financial Contact
 - B. Final invoices shall be marked FINAL
2. **Budget Contingency:**
 - A. It is mutually understood between the Parties that this Subaward may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both Parties in order to avoid program and fiscal delays that would occur if this Subaward were executed after that determination was made.
 - B. This Subaward is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Subaward is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of the Subaward.
 - C. It is mutually agreed that if Congress or the California State Legislature does not appropriate sufficient funds for the program, the State has the option to terminate the Subaward in accordance with Section 11 or to amend this Subaward to reflect any reduction in funds.
3. **Termination due to loss of funding:** This Subaward will terminate in whole or in part, at the sole discretion of the Chico State Enterprises, in the event that it suffers a loss of funding or termination of the grant which permits it to provide MOCA project funding. In this event, Chico State Enterprises will give the Subrecipient written notice setting forth the effective date of full or partial termination or, if a change in funding is required, setting forth the change in funding and changes in the approved budget.
4. **Modification:** Any modifications of the terms and/or conditions of this Subaward shall be made in written agreement by both parties.

5. **Independent Entity:** Subrecipient is an independent entity, not an employee of Prime Recipient, however, the work or services to be provided by Subrecipient shall be provided in a manner consistent with reaching Prime Recipient's objectives in entering this Subaward.
6. **Confidentiality:**
- A. During the term of this Subaward, and for a period of three (3) years following the termination hereof, each party shall exercise reasonable care to maintain in confidence all confidential information disclosed by the other party pursuant to this Subaward ("Confidential Information"), but only to the extent: (a) if disclosed in writing, such confidential information is marked as confidential when disclosed; or (b) if disclosed orally, such confidential information is identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days after the oral disclosure. The receiving party shall not use, disclose, or grant the use of the Confidential Information except on a need---to---know basis to those directors, officers, employees, agents, and permitted assignees, to the extent such disclosure is reasonably necessary in connection with the provision of Services under this Subaward. Before disclosure, the receiving party shall obtain the written agreement of any such person who is not otherwise bound by fiduciary obligations to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Subaward.
 - B. The limitations on use and the nondisclosure obligations contained in this Subaward shall not apply to the extent that: (a) the receiving party is required to disclose the Confidential Information by law, order or regulation of a governmental agency or a court of competent jurisdiction, provided that, time permitting, the receiving party shall provide written notice thereof to the disclosing party; or (b) the receiving party can demonstrate by written records that: (i) the information was public knowledge at the time of disclosure, or thereafter became public knowledge, other than as a result of acts in violation hereof; (ii) the information was rightfully known by the receiving party prior to the date of disclosure; (iii) the information was disclosed to the receiving party on an unrestricted basis from a third party not under a duty of confidentiality to the disclosing party; or, (iv) the information was independently developed by employees or agents of the receiving party without access to or use of the Confidential Information.
7. **Indemnification:** Each party agrees to defend, indemnify and hold harmless the other party, its officers, employees 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 subaward, 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 or omissions of the indemnifying party, its officers, agents or employees. Chico State Enterprises, as the indemnified party, shall also include California State University, Chico, The Trustees of the CSU, and the State of California.
8. **Liability for Breach of Contract:** During the life of the Subaward, either party that has difficulty in fulfilling the terms and conditions of the subcontract shall carefully solve it through negotiation. If both parties fail to reach consensus, the default party shall assume responsibility for compensation. The specific compensation plan shall be negotiated by both parties or be solved through civil action in accordance with the state related laws and regulations. The litigation shall be governed by the people's court at the location of the non-default party.

9. **Insurance:** See attachment E. Subrecipient shall furnish Prime Recipient with a certificate of insurance within 30 days of execution .
10. **Controlling Law Venue:** This subaward is made and entered into in the County of Butte, State of California. The validity of this subaward, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be interpreted in accordance with the laws of the state of California. The parties agree that all actions or proceedings arising in connection with this Subaward shall be brought and litigated exclusively in courts with jurisdiction over the County of Butte.
11. **Termination:** This Subaward may be terminated for the following reasons:
- A. Immediately for cause if either party violates any of the terms or provisions of this Subaward; or
 - B. By either party without cause upon 30 days written notice of termination.
12. **Partial Invalidity:** If any provision of this Subaward is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.
13. **Audit:** Subrecipient agrees that Prime Recipient, the awarding agencies, the Department of General Services, the Bureau of State Audits, 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 Subaward if it exceeds \$10,000. The 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 of the prime award. 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 the Prime Recipient any amounts claimed for reimbursement and paid to Subrecipient which are later disallowed after audit or inspection of records.
14. **Force Majeure:** Neither party is liable or responsible to the other party, or has defaulted under or breached this Contract, for failure or delay in fulfilling or performing any obligation to the extent that, and for so long, as such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fires, earthquakes, floods, embargoes, wars, acts of war (whether war is declared or not), insurrections, riots, civil disturbances, strikes, lockouts, or other labor disturbances, acts of God, or any acts, omissions, or delays in acting by any governmental authority or the other party.
15. **Prime Award:**
- A. This subaward is subject to the provisions of the Prime Award and other special terms and conditions. All references to Chico State Enterprises and its variants, School, Awardee, Grantee, Recipient, etc. in the Prime Award shall mean the Subrecipient. Prime Award shall be included in Attachment H.
 - B. If there is conflicting language between this subaward and Prime award, the terms of this subaward shall prevail.

Attachment E



INSURANCE REQUIREMENTS

Comprehensive or Commercial General Liability; Business Automobile Liability; Professional Liability; Workers' Compensation; Privacy, Technology and Data Security Liability, Cyber Liability or Technology Professional Liability, AND Additional Insured Policy Endorsements

Evidence of the following insurance minimum levels of coverage must be provided to and approved by Chico State Enterprises (CSE) prior to commencement of contracted services. Please provide a copy of these insurance requirements to your insurance agent and/or carrier. Certificates of Insurance and Additional Insured Policy Endorsements can be e-mailed to csecontracts@csuchico.edu or mailed to the following address:

Chico State Enterprises
25 Main Street, Suite 103
Chico, CA 95928-5388

REQUIRED MINIMUM LEVELS OF COVERAGE	
Comprehensive or Commercial General Liability	\$2,000,000 per occurrence and \$4,000,000 aggregate \$2,000,000 per person/entity for personal liability \$2,000,000 contractual liability
Business Automobile Liability (owned, scheduled, non-owned or hired)	\$1,000,000 per occurrence
Professional Liability (for services involving specialized skills or training)	\$5,000,000 per claim
Workers' Compensation Insurance	limits as required by law with Employers Liability limits of \$1,000,000
Privacy, Technology and Data Security Liability, Cyber Liability or Technology Professional Liability (involving access to or storage of protected data)	\$20,000,000 per occurrence and \$20,000,000 aggregate

Note: Other means or combination of protection may be acceptable (e.g., self-insurance pools, primary or excess risk retention groups, umbrella policies) if approved by CSE. Additional coverage may be required based upon the contracted services provided.

ADDITIONAL INSURED POLICY ENDORSEMENT	
The Additional Insured is to be identified as:	Chico State Enterprises 25 Main Street, Suite 103 Chico, CA 95928-5388

REQUIRED LANGUAGE ON ADDITIONAL INSURED POLICY ENDORSEMENT
Please ensure the wording on the Additional Insured Policy Endorsement is exactly as shown below: <i>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.</i> <i>Coverage shall not be cancelled, modified, or reduced without thirty (30) days' advance written notice to Chico State Enterprises.</i>

Attachment H

Prime Award

PRIME AWARD IS INCLUDED AS A SEPARATE PDF ATTACHMENT