

**RESOLUTION NO. 23- 8797**

**A RESOLUTION TO ACCEPT SUBAWARD NUMBER A23-0057-S003 FROM CHICO STATE ENTERPRISES IN THE AMOUNT NOT TO EXCEED \$119,490.00 AND AUTHORIZE THE DIRECTOR OF PUBLIC HEALTH TO SIGN.**

**WHEREAS**, Chico State Enterprises has been awarded the Mello-Granlund Senior Nutrition Program Infrastructure Grant by the California Department of Aging (CDA), grant #NI-2223-03, for the purpose of purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals; and

**WHEREAS** Plumas County Public Health Agency will purchase equipment in compliance with the Home and Community Based Services (HCBS) Senior Nutrition Infrastructure Grant Program (NI), affecting Senior Nutrition Programs authorized under the Mello-Granlund Older Californians Act; and

**NOW, THEREFORE, BE IT RESOLVED** by the Plumas County Board of Supervisors, County of Plumas, State of California as follows:

Approves and accepts Subaward Number A23-0057-S003 from Chico State Enterprises in the amount not to exceed \$119,490.00 for term 1/1/2023 through 12/31/2023 and authorizes the Director of Public Health to sign the Subaward Agreement A23-0057-S003.

Ratifies the Subaward Agreement A23-0057-S003, and authorizes the Director of Public Health to sign for any grant awards related to this Agreement or request reimbursement from 01/01/2023 to date of approval of this Agreement by the Board of Supervisors.

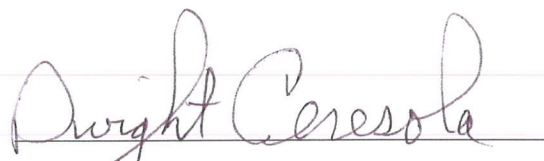
**The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the day of June 6, 2023, by the following vote:**

**Ayes:** Supervisor(s) Goss, McGowan, Hagwood, Engel, Ceresola

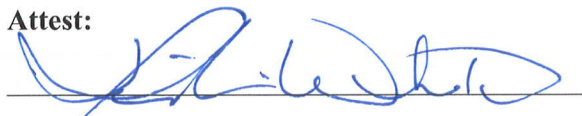
**Noes:** None

**Absent:** None

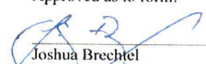
**Abstain:** None

  
Chair, Plumas County Board of Supervisors

**Attest:**

  
Clerk, Plumas County Board of Supervisors

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel

# SUBAWARD

SUBAWARD NUMBER <b>A23-0057-S003</b>	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

**County of Plumas**

, hereafter called Subrecipient.

Prime Recipient has been awarded the Mello-Granlund Senior Nutrition Program Infrastructure Grant by the California Department of Aging (CDA), grant # NI-2223-03, for the purpose of purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals. Prime Recipient has identified Subrecipient to receive funds for the described purpose under this grant.

Subrecipient agrees at its own expense to furnish all equipment, labor and materials necessary to provide Prime Recipient with the services as follows:

Subrecipient will purchase equipment in compliance with the terms and conditions as detailed in Attachment A, Scope of Work.

The Term of this Subaward shall commence 1/1/2023 and will end 12/31/2023.

Prime Recipient agrees to reimburse Subrecipient an amount not to exceed \$119,490.00.

This Subaward incorporates the following attachments:

- Attachment A – Scope of Work (1 page)
- Attachment C – Contact Information (1 page)
- Attachment D – Terms & Conditions (3 page)
- Attachment H – Prime Award (30 pages)

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

PRIME RECIPIENT		SUBRECIPIENT	
<b>Chico State Enterprises</b>		<b>Plumas County</b>	
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer, CSE		PRINTED NAME AND TITLE OF PERSON SIGNING Dana Loomis	
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu		ADDRESS/E-MAIL 270 County Hospital Road, Ste 206, Quincy CA 95971 danaloomis@countyofplumas.com	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 119,490.00	TOTAL AMOUNT ENCUMBERED TO DATE \$ 119,490.00	PROJECT CODE SP-73264-01	

## Attachment A Scope of Work

**Subrecipient will purchase the following equipment in compliance with the Home and Community Based Services (HCBS) Senior Nutrition Infrastructure Grant Program (NI), affecting Senior Nutrition Programs authorized under the Mello-Granlund Older Californians Act.**

**A. APPROVED PURCHASES PER CALIFORNIA DEPARTMENT OF AGING:**

Subgrantee shall purchase the following equipment. All equipment **MUST** be in the subcontractor's **possession** by December 31, 2023. Only the equipment listed below is approved for purchase. Changes or substitutions must be authorized by the AAA prior to purchase, and authorization is not guaranteed.

SITE: PLUMAS COUNTY	
DESCRIPTION OF PROPERTY	ESTIMATED COST
Ford Transit Connect (2)	\$ 107,990.00
Convection Oven (2)	\$ 8,000.00
Reach-in Freezer	\$ 3,500.00
<b>TOTAL</b>	<b>\$ 119,490.00</b>

**B. EQUIPMENT AND INVENTORY PROCEDURES**

Subcontractor shall follow all mandated procedures for equipment acquisition, including the requirements outlined below:

- Secure competitive bids or sole source justification for items valued at \$10,000 or more
- Upon receipt of equipment, submit form CDA 9023 to Passages and Chico State Enterprises for items valued at \$5,000 or more and all IT equipment
- Record equipment on the subcontractor's master inventory, listing the infrastructure grant as the funding source

**C. INVOICING AND REIMBURSEMENT**

See Attachment D, Clause 1

## Attachment C Contact Information

Prime Recipient Contacts	Subrecipient Contacts
<b><i>Administrative Contact</i></b>	<b><i>Administrative Contact</i></b>
Name: Mary Neuman Title:  Address: Passages Adult Resource Center 25 Main Street, Suite 202 Chico, CA 95928-5388  Telephone: 530-898-6758 Fax: 530-898-4870 Email: mneuman@csuchico.edu	Name: DeLena Jones Title:  Address: Plumas County 270 County Hospital Road, Ste 206 Quincy CA 95971  Telephone: 530-283-6362 Fax: 530-283-6425 Email: delenajones@countyofplumas.com
<b><i>Principal Investigator</i></b>	<b><i>Project Director</i></b>
Name: Joseph Cobery Title: Director  Address: Passages Adult Resource Center 25 Main Street, Suite 202 Chico, CA 95928-5388  Telephone: 530-898-6758 Fax: 530-898-4870 Email: jcobery@csuchico.edu	Name: John Rix Title:  Address: Plumas County 270 County Hospital Road, Ste 206 Quincy CA 95971  Telephone: 530-283-3546 Fax: 530-283-6425 Email: johnrix@countyofplumas.com
<b><i>Financial Contact</i></b>	<b><i>Financial Contact</i></b>
Name: Skyler Gebhart Title: Grants/Contracts Analyst  Address: Chico State Enterprises 25 Main Street, Suite 103 Chico CA 95928-5388  Telephone: 530-898-5829 Fax: Email: sgebhart@csuchico.edu	Name: DeLena Jones Title:  Address: Plumas County 270 County Hospital Road, Ste 206 Quincy CA 95971  Telephone: 530-283-6362 Fax: 530-283-6425 Email: delenajones@countyofplumas.com
<b><i>Authorized Signatory</i></b>	<b><i>Authorized Signatory</i></b>
Name: Mary Sidney Title: Chief Executive Officer  Address: Chico State Enterprises 25 Main Street, Suite 103 Chico CA 95928-5388  Telephone: 530-898-6811 Fax: Email: msidney@csuchico.edu	Name: Dana Loomis Title:  Address: Plumas County 270 County Hospital Road, Ste 206 Quincy CA 95971  Telephone: 530-283-6342 Fax: 530-283-6425 Email: danaloomis@countyofplumas.com

## **Attachment D**

### **Terms and Conditions**

1. **Invoicing:** Subcontractor shall submit monthly invoices for property and equipment purchased with Infrastructure Grant funds, using the invoice form provided by the AAA.
  - A. Equipment can be reimbursed once it is fully in the subcontractor's possession, installation is complete, and all costs have been incurred related to the equipment.
  - B. Each invoice must be supported by complete receipts for all items and costs listed on the invoice.
  - C. No invoices for purchases completed after last date of the term will be paid.
2. **Budget Contingency:**
  - A. It is mutually understood between the Parties that this Agreement 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 Agreement were executed after that determination was made.
  - B. This Agreement 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 Agreement 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 Agreement.
  - 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 Agreement in accordance with Section 11 or to amend this Subaward to reflect any reduction in funds.
3. **Modification:** Any modifications of the terms and/or conditions of this Subaward shall be made in written agreement by both parties.
4. **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.
5. **Confidentiality:** During the term of this Agreement, and for a period of five (5) 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 Agreement ("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 Agreement. 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 Agreement.

The limitations on use and the nondisclosure obligations contained in this Agreement 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.

6. **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.

7. **Liability for Breach of Contract:** During the Subcontract, 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.
8. **Insurance:** In the absence of Attachment E, Specific Insurance Requirements, Subrecipient, at its own cost, agrees to maintain, for the duration of this Subaward: Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California; general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage; and automobile liability insurance covering bodily injury and property damage for all activities of the Subrecipient arising out of or in connection with the work to be performed under this Subaward, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than \$1,000,000. Subrecipient shall furnish Prime Recipient with a certificate of insurance upon request.
9. **Controlling Law Venue:** This contract is made and entered into in the County of Butte, State of California. The validity of this contract, 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 agreement shall be brought and litigated exclusively in courts with jurisdiction over the County of Butte.
10. **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.
11. **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.

12. **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 seven (7) 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.
13. **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.
14. **Prime Award:** The terms and conditions of the Prime Award are incorporated into this subaward by this reference. 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. In the event of any conflict, contradiction, or ambiguity between terms and conditions of this subaward and the Prime Award, then the terms of this subaward shall prevail.

**Attachment H**  
**Prime Award**



**STANDARD AGREEMENT**

STD 213 (Rev 02/20)

AGREEMENT NUMBER

**NI-2223-03**STATE CONTROLLER'S OFFICE IDENTIFIER  
4170-NI222303

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Aging, hereinafter referred to as "State"

CONTRACTOR'S NAME

Chico State Enterprises, hereinafter referred to as "University"

2. The term of this Agreement is: October 1, 2022 through December 31, 2024
3. The maximum amount of this Agreement is: \$ 653,980 Six Hundred Fifty-Three Thousand Nine Hundred Eighty Dollars

4. The Parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement.

**Exhibit A – A8:** A–Scope of Work; A1–Deliverables; A2–Key Personnel; A3–Authorized Representatives; A4–Use of Intellectual Property & Data; A5–Resumes/Biosketch; A6–Current & Pending Support; A7–Third Party Confidential Information (if applicable) 11 pages

**Exhibit B – B–Budget;** B1–Budget Justification; B2– Subawardee Budgets (if applicable); B3–Invoice Elements; B4–Additional Payment Provisions 8 pages

**Exhibit C\* – University Terms and Conditions** UTC-220

Check mark additional Exhibits below, and attach applicable Exhibits or provide internet link:

- ☒ **Exhibit D** – Additional Requirements Associated with Funding Sources 1 page
- ☒ **Exhibit E** – Special Conditions for Security of Confidential Information 1 page
- ☒ **Exhibit F** – Access to State Facilities or Computing Resources 1 page
- ☒ **Exhibit G** – Negotiated Alternate UTC Terms 6 pages

Items shown with an Asterisk (\*) are hereby incorporated by reference and made part of this agreement as if attached hereto. You can find these documents on the University of California, Office of the President and the California Department of General Services websites.

**IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.**

**CONTRACTOR**

**California Department of General  
Services Use Only**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Chico State Enterprises

BY (Authorized Signature)

DocuSigned by:

Mary Sidney

DATE SIGNED (Do not type)

1/27/2023

PRINTED NAME AND TITLE OF PERSON SIGNING

Mary Sidney, CEO

ADDRESS

25 Main Street, Suite 203, Chico CA 95928-5388

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DocuSigned by:

Nate Gillen

DATE SIGNED (Do not type)

1/27/2023

PRINTED NAME AND TITLE OF PERSON SIGNING

Nate Gillen, Chief, Business Management Bureau

ADDRESS

2880 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

☒ Exempt per:  
AG OP 80-111

STATE OF CALIFORNIA



California Department of Aging

Contractor: Chico State Enterprises

Agreement #: NI-2223-03

Exhibit A – Scope of Work

**Exhibit A – Scope of Work****Project Summary & Scope of Work**☐ Contract☒ Grant

Does this project include Research (as defined in the UTC)?

☐ Yes☒ No**PI Name:** Mary Sidney, CEO**Project Title:** Nutrition Infrastructure Grant**Project Summary/Abstract***Briefly describe the long-term objectives for achieving the stated goals of the project.*

The project goal is to enhance, expand, and increase senior nutrition infrastructure in California. The purpose of this funding is to fund capacity and infrastructure improvement grants for senior nutrition programs under the Mello-Granlund Older California's Act. This grant shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals.

**If Third-Party Confidential Information is to be provided by the State:**

- ☐ Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; **OR**
- ☐ A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7, Third Party Confidential Information.

**Scope of Work**

*Describe the goals and specific objectives of the proposed project and summarize the expected outcomes. If applicable, describe the overall strategy, methodology, and analyses to be used. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the goals and objectives.*

**1. GRANT AGREEMENT PARTIES:**

- A. This Grant Agreement is established between CHICO STATE ENTERPRISES hereafter referred to as Grantee, and the California Department of Aging (CDA). CDA and Grantee are hereinafter collectively referred to as the Parties.

**2. GRANT PERFORMANCE PERIOD:**

- A. All tasks and work performed must be completed during the grant performance period from October 1, 2022, through December 31, 2024. No invoices for work completed after December 31, 2024, will be paid.

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: NI-2223-03

Exhibit A – Scope of Work

**3. GRANT AGREEMENT MANAGERS:**

A. The grant agreement managers during the term of this Agreement shall be:

Department of Aging:	Grantee: Chico State Enterprises
Section/Unit: Nutrition and Wellness Bureau	Section/Unit:
Attention: Lana Reynolds, Bureau Chief	Attention: Mary Sidney
Address: 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833	Address: 25 Main Street, Room 202 Chico, 95928
Phone: 916-419-7553	Phone: 530-898-4870 Fax: 530-898-5923
Email: Lana.Reynolds@aging.ca.gov	Email: msidney@csuchico.edu

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

**4. DEFINITIONS**

As used in this agreement, the following words shall have the following meanings:

A. Grant Scope: items listed within Exhibit A, Scope of Work, found within this Agreement.

**5. GRANTEE RESPONSIBILITIES:**

- A. Grantee acknowledges that CDA may make reasonable changes to its procedures in support of this grant and its requirements. If CDA makes any changes to its procedures and guidelines, CDA agrees to notify Grantee within a reasonable timeframe.
- B. Grantee shall complete the Grant Scope in accordance with the time of the Grant Performance Period set forth in Section 2 of this Scope of Work, and under the terms and conditions of this agreement.
- C. Grantee agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the Grantee in the original application must be submitted in writing to CDA Agreement Manager for prior approval.
- D. Grantee shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals, including but not limited to:
1. Production-scale commercial kitchens including commercial grade equipment such as ovens, stoves, steamers, and mixers
  2. Warming, refrigeration, or freezer capacity and equipment including refrigerators and freezers, hot holding equipment, insulated food delivery bags, and steam tables

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: NI-2223-03

Exhibit A – Scope of Work

3. Food delivery vehicles including cars, trucks, vans, and temperature-controlled vehicles
  4. Improvements and equipment to expand capacity for providers of meals including food/meal packing equipment, dishwashers, 3-compartment sinks, prep tables, steam tables, and salad bars
  5. Refurbishments including repair or replacement of damaged and/or deteriorated flooring and/or repair and painting of damaged wall surfaces in areas where food is prepared, packaged, stored, or served including areas where kitchenware are washed and stored
    - a) Grantee must verify flooring or painting is not covered under a building lease prior to requesting use of infrastructure funding for this purpose and the grantee must maintain documentation in case of grant monitoring or audit.
  6. Energy efficient light fixtures in kitchen or congregate meal service areas
  7. Installation costs (labor/materials) for allowable improvements and equipment
  8. Furniture, including table and chairs, for congregate meal service areas
  9. Technological or data system infrastructure for monitoring client health outcomes including computing devices, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, and software programs for data entry and/or monitoring of client data and health outcomes
- E. Grantee shall not use this funding to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. This includes any equipment that is permanently affixed to a building such as non-portable generators, walk-in refrigerators, and walk-in freezers.

## **6. CDA RESPONSIBILITIES**

- A. The CDA Agreement Manager will coordinate dates and information between CDA and the Grantee.
- B. The CDA Agreement Manager shall provide all information required to the Grantee.
- C. The CDA Agreement Manager shall communicate any additional information on grant requirements or revisions.
- D. The CDA Agreement Manager will work with Grantee to answer any question and resolve any issues regarding the work.

California Department of Aging

Contractor: Chico State Enterprises  
Agreement #: NI-2223-03  
Exhibit A1 – Deliverables

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## **Exhibit A1 - Deliverables**

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### **SCHEDULE OF DELIVERABLES**

*List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other Deliverables, if requested by the State and agreed to by the Parties.*

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**Not applicable to this Agreement**

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: NI-2223-03

Exhibit A2 – Key Personnel

**Exhibit A2 – Key Personnel****KEY PERSONNEL**

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. Use additional consecutively numbered pages as necessary.

<b>Last Name, First Name</b>	<b>Institutional Affiliation</b>	<b>Role on Project</b>
<b>PI:</b>		
Cobery, Joseph	Passages Adult Resource Center	AAA Director
<b>Co-PI(s) – if applicable:</b>		
Neumann, Mary	Passages Adult Resource Center	AAA Deputy Director
<b>Other Key Personnel (if applicable):</b>		
Geiger, John	Passages Adult Resource Center	Program Manager, Ombudsman
Neumann, Mary	Passages Adult Resource Center	Program Manager, IIIB Other Support Services
Graber, JoBeth	Passages Adult Resource Center	Program Manager for IIIE FCSP
N/A	Passages Adult Resource Center	Program Manager for IIIB Care Management
Kramer, Ronda	Passages Adult Resource Center	Program Manager, for IIIB Other Support Services Public Info
TBD Open Position	Passages Adult Resource Center	Program Manager, IIID Disease Prevention

California Department of Aging

Grantee: Chico State Enterprises  
 Agreement #: NI-2223-03  
 Exhibit A3 – Authorized Representatives

## Exhibit A3 – Authorized Representatives

### AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

State Agency Contacts	University Contacts
Agency Name: California Department of Aging (CDA)	University Name: Chico State Enterprises (CSE)
<b><i>Grant Project Manager (Technical)</i></b>	<b><i>Principal Investigator</i></b>
Name: Lana Reynolds Grant Manager Address: CDA Business Management Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 419-7553 Fax: Email: Lana.Reynolds@aging.ca.gov	Name: Joseph Cobery Director Address: Passages Adult Resource Center 25 Main Street, Suite 103 Chico, CA 95928-5388 Telephone: 530-898-6758 Fax: 530- 898-4870 Email: <a href="mailto:jcobery@csuchico.edu">jcobery@csuchico.edu</a>
<b><i>Authorized Official (contract officer)</i></b>	<b><i>Authorized Official</i></b>
Name: Nate Gillen Chief Address: Business Management Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 419-7539 Email: nate.gillen@aging.ca.gov  <b><i>Send notices to (if different):</i></b> Name: Address: Telephone: Email:	Name: Mary Sidney Chief Executive Officer Address: 25 Main Street, Suite 203 Chico, CA 95928-5388 Telephone: 530-898-6811 Fax: Email: msidney@csuchico.edu  <b><i>Send notices to (if different):</i></b> Name: Michael Schilling Contracts Officer Address: 25 Main Street Chico, CA 95928-5388 Telephone: (916) 898-6209 Fax: (916) 898-6804 Email: <a href="mailto:mlschilling@csuchico.edu">mlschilling@csuchico.edu</a>



## California Department of Aging

Grantee: Chico State Enterprises  
Agreement #: NI-2223-03  
Exhibit A3 – Authorized Representatives

<b><i>Administrative Contact</i></b>  Name: Amy Sunahara Grant Specialist Address: Business Management Bureau 2880 Gateway Oaks Drive, Suite 200 Sacramento, Ca 95833 Telephone: (916) 898-9383 Email: Amy.Sunahara@aging.ca.gov	<b><i>Administrative Contact</i></b>  Name: Address: Telephone: Email:
<b><i>Financial Contact/Accounting</i></b>  Name: Adrian Leung, Local Finance Manager Address: CDA, Local Finance Bureau 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 898-9307 Fax: Email: Adrian.Leung@aging.ca.gov	<b><i>Authorized Financial Contact/Invoicing/Remittance</i></b>  Name: Skyler Gebhart, Analyst Address: 25 Main Street, 103 Chico, CA 95928-5388 Telephone: 530-898-5829 Fax: 530-898-6804 Email: sgebhart@csuchico.edu

California Department of Aging

Grantee: Chico State Enterprises

Agreement #: NI-2223-03

Exhibit A4 – Use of Intellectual Property &amp; Data

**Exhibit A4 – Use of Intellectual Property & Data****USE OF INTELLECTUAL PROPERTY & DATA**

*If either Party will be using any third-party or pre-existing intellectual property (including, but not limited to copyrighted works, known patents, trademarks, service marks and trade secrets) "IP" and/or Data with restrictions on use, then list all such IP/Data and the nature of the restriction below. If no third-party or pre-existing IP/Data will be used, check "none" in this section.*

- A. State: Preexisting IP/Data to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

☒ None or ☐ List:

Owner (Name of State Agency or 3 <sup>rd</sup> Party)	Description	Nature of restriction:

- B. University: Restrictions in Preexisting IP/Data included in Deliverables identified in Exhibit A1, Deliverables.

☒ None or ☐ List:

Owner (Name of University or 3 <sup>rd</sup> Party)	Description	Nature of restriction:

- C. Anticipated restrictions on use of Project Data.

*If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "None" in this section.*

☒ None or ☐ List:

Owner (University or 3 <sup>rd</sup> Party)	Description	Nature of Restriction:

California Department of Aging

Grantee: Chico State Enterprises

Agreement #: NI-2223-03

Exhibit A5 – Résumé/Biosketch

## **Exhibit A5 - RÉSUMÉ/BIOSKETCH**

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### **RÉSUMÉ/BIOSKETCH**

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*Attach 2-3 page Resume/Biosketch for the PI and other Key Personnel listed in Exhibit A2, Key Personnel.*

**Not applicable to this Agreement**

California Department of Aging

Grantee: Chico State Enterprises  
 Agreement #: NI-2223-03  
 Exhibit A6 – Current & Pending Support

## Exhibit A6 – Current & Pending Support

### CURRENT & PENDING SUPPORT

University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The "Proposed Project" is this application that is submitted to the State. Add pages as needed.

<b>PI: N/A</b>					
Status (currently active or pending approval)	Award # (if available)	Source (name of the sponsor)	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
CURRENT					
PENDING					

<b>NAME OF INDIVIDUAL</b>					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

<b>NAME OF INDIVIDUAL</b>					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

<b>NAME OF INDIVIDUAL</b>					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

<b>NAME OF INDIVIDUAL</b>					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

## **Exhibit A7**

### **Third Party Confidential Information**

#### **Confidential Nondisclosure Agreement**

*(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)*

*If the Scope of Work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.*

**Not applicable to this Agreement**

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: NI-2223-03

Exhibit B – Budget

**Exhibit B - Budget**  
**Budget for Project Period**

State of California		Award #: <b>NI-2223-03</b>			
California Department of Aging		Date: <b>7/1/2022</b>			
Exhibit B, Attachment 1 - Budget Display		Page 1 of 1			
<b>SENIOR NUTRITION PROGRAM CAPACITY AND INFRASTRUCTURE</b>					
<b>Budget Display</b>					
<b>Area 3 Agency on Aging</b>					
<b>July 1, 2022 through December 31, 2024</b>					
Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
Senior Nutrition Infrastructure	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	HNIL	\$653,980	\$0	\$653,980
<b>Notes</b> AAAs can utilize up to 10% of the funding for Administration Expenditures must be reported in closeout by January 31, 2025					

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: NI-2223-03

Exhibit B1 – Budget Justification

**Exhibit B1**

**Budget Justification**

*The Budget Justification will include the following items in this format.*

**Not applicable to this agreement**

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: NI-2223-03

Exhibit B2 – Subawardee Budgets

**Exhibit B2 – Subawardee Budgets**

**Budget Pertaining to Subawardee(s) (when applicable)**

**Not applicable to this agreement**



California Department of Aging

Contractor: Chico State Enterprises

Agreement #: NI-2223-03

Exhibit B3 – Invoice Elements

## **Exhibit B3 – Invoice Elements**

### **Invoice and Detailed Transaction Ledger Elements**

In accordance with Section 14 of Exhibit C – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University's Financial Contact and the PI (or their respective designees).

#### **Invoicing frequency**

☐ Quarterly ☒ Monthly

#### **Invoicing signature format**

☐ Ink ☒ Facsimile/Electronic Approval

**Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available<sup>1</sup>**

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
  - TOTAL DIRECT COSTS (if available from system)
- Indirect Costs
  - TOTAL

#### **Detailed transaction ledger and/or payroll ledger for the invoice period <sup>2</sup>**

- University Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name
- Transaction Posting Date
- Time Worked
- Transaction Amount

<sup>1</sup> If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

<sup>2</sup> For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.

California Department of Aging

Contractor: Chico State Enterprises  
Agreement #: NI-2223-03  
Exhibit B4 – Additional Payment Provisions

## **Exhibit B4 – Additional Payment Provisions**

### **1. GRANT AWARD**

- A. The total amount payable to Grantee pursuant to this Agreement shall not exceed the grant award amount of SIX HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$653,980).
- B. It is agreed and understood that this grant award amount is a ceiling and that CDA will only reimburse the allowable cost of services rendered or goods purchased as authorized by CDA at or below the grant award amount.

### **2. EXPENDITURE OF FUNDS**

- A. The Grantee shall expend all funds received hereunder in accordance with this Agreement.
- B. The Grantee agrees to include these requirements in all contracts it enters into with subgrantees to provide services pursuant to this Agreement.

### **3. ACCOUNTABILITY FOR FUNDS**

- A. The Grantee 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 Grantee and shall be maintained in accordance with Generally Accepted Accounting Principles.

### **4. FINANCIAL MANAGEMENT SYSTEMS**

The Grantee shall meet the following standards for its financial management systems:

- 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).

California Department of Aging

Contractor: Chico State Enterprises  
Agreement #: NI-2223-03  
Exhibit B4 – Additional Payment Provisions**5. UNEXPENDED FUNDS**

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Grantee shall return to the State 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.

**6. FUNDING CONTINGENCIES****INVOICING AND PAYMENT:**

- A. Grantee shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior
- B. Payments will be made to reimburse expenditures reported unless grantee pre-selects an Advance method at the time of agreement execution
- C. Grantee shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office (SCO). CDA may waive the fees on a case-by-case basis as appropriate.
- D. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the grantee, until such time as CDA determines that the financial management standards are met.
- E. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the CDA agrees to compensate the Grantee in accordance with the rates specified in section 5, Budget Detail.
- F. CDA reserves the right to refuse payment to the Grantee or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to agreement activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

**INSTRUCTIONS TO GRANTEE:**

The State shall reimburse Grantee with funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

- A. The Grantee shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.

California Department of Aging

Contractor: Chico State Enterprises  
Agreement #: NI-2223-03  
Exhibit B4 – Additional Payment Provisions

- B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.
- C. Grantees shall notify CDA if they wish to be on a reimbursement or advanced payment.
1. If Grantee requests reimbursement payment, CDA shall not advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Payments shall be based on monthly expenditure reports as outlined in this section.
  2. If Grantee requests an advance payment, CDA shall advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Future payments shall be based on monthly expenditure reports as outlined in this section.
- D. The Grantee shall submit timely expenditures to CDA. Late expenditures may lead to delay in payment until the following month.
- E. Upon written request by CDA, Grantee shall submit additional documentation or justification to support the reported expenditure.
- F. Grantee shall be charged \$75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
1. Expedite Fees
    - a. If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.
    - b. If the contract is executed late due to CDA's handling then CDA shall cover the incurred processing fees.
- G. The Grantee shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

**BUDGET CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

California Department of Aging

Contractor: Chico State Enterprises  
Agreement #: NI-2223-03  
Exhibit B4 – Additional Payment Provisions

- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

**PROMPT PAYMENT CLAUSE:**

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

**BUDGET DETAIL:**

- A. At the sole discretion of the CDA and for the purposes of accounting, the CDA may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the agreement price for the services actually rendered.
- B. Grantee must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Grantee fails to provide invoices within twelve (12) months of the date services are rendered, the CDA may elect to reject the invoices for payment as untimely and Grantee will be deemed to have waived any right to payment of the late invoices.
- C. Travel Reimbursement

The Grantee shall not be reimbursed for any travel-related expenses. Any and all travel shall be at the expense of the Grantee.

California Department of Aging

Contractor: Chico State Enterprises  
Agreement #: NI-2223-03  
Exhibit C – University Terms and Conditions

**Exhibit C – University Terms and Conditions**

**CMA (AB20) State/University Model Agreement Terms & Conditions UTC-220**

California Department of Aging

Grantee: Chico State Enterprises

Agreement #: NI-2223-03

## Exhibit D – Additional Requirements Associated with Funding Sources

### Exhibit D- Additional Requirements Associated with Funding Sources (if applicable)

*If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the below table must be completed by the State agency. (Please see sections 10.A and 10.B of the Exhibit C.)*

#### **State Agency to Complete (Required for Federal Funding Source):**

Federal Agency	
Federal Award Identification Number	
Federal Award Date	
Catalog of Federal Domestic Assistance (CFDA) Number and Name	Please see Exhibit B – Budget for this Project Period
Amount Awarded to State Agency	
Effective Dates for State Agency	
Federal Award to State Agency is Research & Development (Yes/No)	No

#### **University to Complete:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support Research & Development.

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: NI-2223-03

Exhibit E – Special Conditions for Security of Confidential Information

### **Exhibit E – Special Conditions for Security of Confidential Information**

*If the Scope of Work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8.E of Exhibit C.)*

**Not applicable to this agreement**



California Department of Aging

Contractor: Chico State Enterprises

Agreement #: NI-2223-03

Exhibit F – Access to State Facilities or Computing Resources

## **Exhibit F – Access to State Facilities or Computing Resources**

**(if applicable)**

*If the Scope of Work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 21 of Exhibit C.)*

**Not applicable to this agreement**

California Department of Aging

Grantee: Chico State Enterprises

Agreement #: NI-2223-03

Exhibit G – Negotiated Alternate UTC Terms

### **Exhibit G – Negotiated Alternate UTC Terms (if applicable)**

An alternate provision in Exhibit G must clearly identify whether it is replacing, deleting or modifying a provision of Exhibit C. The Order of Precedence incorporated in Exhibit C clearly identifies that the provisions on Exhibit G take precedence over those in Exhibit C.

*While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate, or additional terms may be necessary. California Education Code §67327(b) allows for terms to be changed or added, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should **not** be noted in Exhibit C, but rather noted separately in Exhibit G.*

The Provision 4. Liability below replaces Provision 4 Liability in Exhibit C, UTCs.

#### **4. LIABILITY**

- A. The contracting CSU Auxiliary Organization (Auxiliary)<sup>3</sup> shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Auxiliary, its respective officers, agents or employees.
- B. If the University<sup>4</sup> provides funds to any third party ("Subawardee"), excluding any agency or department of the United States, to accomplish any of the work of this agreement, the University shall first enter into a written agreement with each Subawardee by which the Subawardee agrees to indemnify and hold harmless the State of California, the State and its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including without limitation litigation costs and attorney's fees, resulting from or arising out of the Subawardee's performance under its agreement with the University, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Subawardees, its respective officers, agents or employees. The foregoing does not limit any breach of contract action that the State may have against the University.

<sup>3</sup> CSU Auxiliary Organization: A CSU Auxiliary Organization authorized to receive and administer externally funded projects on behalf of the Trustees of the California State University, pursuant to CCR Title 5, Division 5, Chapter 1, Subchapter 6, Article 2, Section 42500 (5 CCR § 42500).

<sup>4</sup> University, as defined in Exhibit C, University Terms and Conditions (UTC-MYY): The California State University campus or auxiliary or the University of California system, as represented by the specific campus identified as the "Contractor" on the Standard Agreement Form STD 213 to perform research, training, or service under this Agreement.

California Department of Aging

Grantee: Chico State Enterprises  
Agreement #: NI-2223-03  
Exhibit G – Negotiated Alternate UTC Terms

**5. DISPUTE RESOLUTION (replaces UTC-220 Provision 6. Dispute Resolution)**

In the event of a dispute, Grantee will discuss the problem informally with CDA's Grant Agreement Manager. If unresolved, the Grantee shall file a written "Notice of Dispute" with the CDA Grant Agreement Manager within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the CDA Grant Agreement Manager shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time, the Grantee may bring it to the attention of the Deputy Director of the Division of Home and Community Living (DHCL) at [dhcl@aging.ca.gov](mailto:dhcl@aging.ca.gov). The decision of the CDA DHCL Deputy Director shall be final. Unless otherwise instructed by the CDA Grant Agreement Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

**6. AGENCY**

- A. In the performance of this Agreement, the Grantee and its agents, employees, and its subgrantees shall act in an independent capacity and not as officers, employees, or agents of the CDA.
- B. The Grantee is solely responsible for all activities supported by the Grant.
- C. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties.
- D. The Grantee shall not represent itself as an agent of the CDA for any purpose and has no authority to bind the CDA in any manner whatsoever.

**7. PROMOTIONAL MATERIALS AND PUBLICATIONS (addends UTC Provision 20. Use of Name and Publicity)**

- A. The Centers for Medicare and Medicaid Services (CMS) and the California Department of Aging shall be acknowledged in all promotional materials and publications related to the CMS-funded project.
  - i. Grantees must ensure that CDA receives full credit as the funding program and that the CMS is acknowledged as the source of funds.
  - ii. Publications and information releases about the project must credit Home and Community Based Services. An appropriate statement for a publication or project press release is:
    - 1) "This [publication/project] was supported in whole or in part by the Centers for Medicare and Medicaid Services (CMS) and the California Department of Aging (CDA), and no official endorsement by the CMS or the CDA shall be inferred."

California Department of Aging

Grantee: Chico State Enterprises  
Agreement #: NI-2223-03  
Exhibit G – Negotiated Alternate UTC Terms

- iii. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.

## **8. PUBLICITY OBLIGATIONS**

- A. The Grantee shall notify the CDA Agreement Manager of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium.
- B. Copies of all promotional materials will be provided to the CDA.
- C. The Grantee will acknowledge CMS support as noted in Section 9
- D. The Grantee agrees that the CDA may include information about this grant and its outcomes in its own annual reports, with specific reference to the Grantee, and may distribute such information to third parties.

## **9. COPYRIGHT (Replaces UTC-220 Provision 19. Copyrights)**

- A. The Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act (17 U.S.C. 101, et seq.).
- B. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California Department of Aging pursuant to this section.
- C. The CDA may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California Department of Aging website for public access and viewing.

## **10. RECORDS (replaces UTC-220 Provision 16. Audit)**

- A. Communications, grant related documents, data, original receipts, and invoices must be retained by the Grantee for seven (7) years beyond the final invoice date, and shall be made available to CDA upon request.
- B. The Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices.
- C. The Grantee shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to CDA for auditing at reasonable times. The Grantee also agrees to retain such financial accounts,

California Department of Aging

Grantee: Chico State Enterprises  
Agreement #: NI-2223-03  
Exhibit G – Negotiated Alternate UTC Terms

documents, and records for five years following project termination or issuance of final payment, whichever is later.

- D. The Grantee shall keep such records as CDA shall prescribe, including records which fully disclose:
- i. The disposition of the proceeds of CDA funding assistance;
  - ii. The total cost of the project in connection with such assistance that is given or used;
  - iii. The amount and nature of that portion of the project cost supplied by other sources; and
  - iv. Any other such records that will facilitate an effective audit.
- E. The Grantee agrees that CDA shall have the right to inspect and make copies of any books, records, or reports pertaining to this Agreement or matters related thereto during regular office hours. The Grantee shall maintain and make available for inspection by CDA accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. Such accounts, documents, and records shall be retained by the Grantee for at least five years following project termination or issuance of final payment, whichever is later.
- F. The Grantee shall use a generally accepted accounting system as outlined within the Guide.

#### **11. PROJECT TERMINATION (Replaces UTC-220 Provision 7. Termination)**

- A. Project Termination refers to the non-completion of a Grant scope. Any grant funds that have not been expended by the Grantee shall revert back to CDA.
- B. The Grantee may unilaterally rescind this Agreement at any time prior to commencement of the project. The commencement of the project means the date of the letter notifying Grantee of the award or when the funds are appropriated, whichever is later. After project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and CDA, unless the provisions of this agreement provide that mutual agreement is not required.
- C. Failure by the Grantee to comply with the terms of any legislation applicable to the grant, and/or this Agreement, specified or general, that Grantee has entered into with CDA, may be cause for suspension of all obligations of CDA until CDA determines such failure was due to no fault of the Grantee. In such case, CDA may reimburse Grantee for eligible costs properly incurred in performance of this Agreement despite non-performance of the Grantee. To qualify for such reimbursement, Grantee agrees to mitigate its losses to the best of its ability.
- D. Any breach of any term, provision, obligation or requirement of this Agreement by the Grantee shall be a default of this Agreement. In the case of any default by Grantee, CDA shall be entitled to all remedies available under law and equity, including, but not limited to: specific performance; return of all grant monies; payment to CDA of the fair market value of the project

California Department of Aging

Grantee: Chico State Enterprises  
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Exhibit G – Negotiated Alternate UTC Terms

property or actual sales price, whichever is higher; and payment to CDA of the costs of enforcement of this Agreement, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

- E. The Grantee and CDA agree that if the Grant Scope includes development, final payment may not be made until the work described in the Grant Scope is complete.

## **12. ASSIGNABILITY**

Without the written consent of CDA, the Grantee's interest in and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

## **13. WAIVER**

Any failure by a party to enforce its rights under this Agreement, in the event of a breach, shall not be construed as a waiver of said rights; and the waiver of any breach under this Agreement shall not be construed as a waiver of any subsequent breach.

## **14. APPLICABLE LAW (replaces UTC-220 Provision 26. Governing Law)**

The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

## **15. AMENDMENTS (replaces UTC-220 Provision 2. Amendment)**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirement and restrictions of this paragraph.

## **16. NON-DISCRIMINATION CLAUSE (Replaces UTC-220 Provision 25. Nondiscrimination)**

The Grantee agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Grantee agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement

**REPORT OF EXPENDITURES FOR SENIOR NUTRITION  
INFRASTRUCTURE IMPROVEMENTS (HCBS)**

PROVIDER NAME:

PURCHASED EQUIPMENT - LIST EACH ITEM INCLUDING TAXES, FEES, AND INSTALLATION COSTS	
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[illegible]

**Please submit complete receipts for each item. Equipment will not be reimbursed if the AAA has not received a completed CDA 9023 form.**

I hereby certify that to the best of my knowledge and belief this report is accurate and complete.

Name/Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

In signing below, I approve payment of this invoice and attest that the charges appear reasonable, and progress to date on this project is satisfactory and in keeping with the statement of work.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(PI or PI's Delegate)