

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 10 PAGES

AGREEMENT NUMBER

FP-1920-20

AMENDMENT NUMBER

1

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of San Bernardino Aging &amp; Adult Svcs

2. The term of this Agreement is:

START DATE

02/01/2020

THROUGH END DATE

03/31/2022

3. The maximum amount of this Agreement after this Amendment is:

\$ 143,750 One hundred forty-three thousand seven hundred fifty and 00/100 dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. This amendment extends the term of the Agreement by one year. The new end date of the Agreement shall be March 31, 2022.

B. The attached Exhibit B (pages 1-7) and Exhibit E (3 pages) hereby replace the original Exhibit B and Exhibit E to reflect the new end dates and due dates for reports and liquidation.

*All other terms and conditions shall remain the same.*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

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

County of San Bernardino Aging &amp; Adult Svcs

CONTRACTOR BUSINESS ADDRESS

784 E. Hospitality Lane

CITY

San Bernardino

STATE

CA

ZIP

92415-0009

PRINTED NAME OF PERSON SIGNING

Sharon Nevins

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

1300 National Drive, Suite 200

PRINTED NAME OF PERSON SIGNING

Nate Gillen

CITY

Sacramento

STATE

CA

ZIP

95834

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

**Contract #: FP-1920, Amendment 1**  
**Budget Detail, Payment Provisions, and Closeout – Exhibit B**

**ARTICLE I. FUNDS**

**A. Expenditure of Funds**

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement, no later than March 31, 2022.
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.

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

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract 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**

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.
2. Financial Management Systems

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

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**ARTICLE I. FUNDS (Continued)**

- 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).

**C. Unexpended Funds**

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor 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.

**D. Funding Contingencies**

- 1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State through the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this 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 Agreement in any manner.
- 3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal

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**ARTICLE I. FUNDS (Continued)**

liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract.

**4. Funding Reduction(s)**

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
  - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
  - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
  - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
  - ii. Some contracts may be reduced by a greater amount than others, and
  - iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

**ARTICLE II. BUDGET AND BUDGET REVISION**

- A. The Contractor shall be reimbursed for expenses only as itemized in the approved Budget (CDA 260) and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as part of Exhibit B.
- B. The Budget must set forth in detail the items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items under this Agreement:

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**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

1. Direct Costs which include the following:
  - a) Personnel Costs. For each personnel classification, monthly, weekly, or hourly rates, as appropriate together with the percentage of time to be charged to this Agreement and personnel classifications.
  - b) Travel - mileage reimbursement rate, lodging, per diem and other costs.
  - c) Equipment - detailed descriptions of item and unit costs.
  - d) Consultant costs.
  - e) Training.
  - f) Other Costs - a detailed list of other operating expenses.
  - g) Purchased Fall Prevention Services –injury prevention information, education, referral services, injury prevention equipment, and injury prevention assessments, services, materials and labor costs, as stated in Exhibit A, Article II of this Agreement.
2. Administration – Information technology, utilities, rent, and other overhead charges associated with administrative expenses.
3. Indirect Costs - 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.
4. Contractual Costs – Subcontractor cost detail.

**ARTICLE III. PROGRAM SPECIFIC FUNDS**

A. Program Income

No Program Income is required under the terms and conditions of this agreement.

B. One-Time-Only (OTO) Funds

No One-Time-Only funding is associated with the terms and conditions of this agreement.

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**ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)**

**C. Matching Contributions**

No match is required under the terms and conditions of this agreement.

**D. Administration**

Contractor Administration shall be no more than ten percent (10%) of the total program allocation.

**E. Indirect Costs**

Contractor Indirect Costs shall be no more than ten percent (10%) of the total program allocation.

**ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION**

A. The original Contract budget is due electronically to the Contractor's CDA Fiscal Team Specialist no later than thirty (30) days from the date of the transmission of the Budget Display and Contract.

B. The final date to submit a revised budget shall be no later than ninety (90) days prior to the end of the Contract period unless otherwise specified by CDA.

C. Funds made available under this agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide fall prevention services.

**D. Categorical Budget Transfers**

The Contractor may transfer contract funds between budget categories (Direct Costs, Administration, Indirect Costs and Contractual Costs) under the following terms and conditions:

1. The Contractor shall submit a revised budget to CDA when one or the cumulative categorical budget transfers exceeds twenty-five percent (25%) of the total budget.
2. The Contractor shall maintain a written record of all budget changes and clearly document all budget changes. Such record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records of the Contractor.

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**ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)**

- 3. Final budget revision containing categorical adjustments may be submitted as necessary, but no later than ninety (90) days prior to the ending date of this Agreement.
- E. Equipment/Property with a per unit cost of \$5,000 or more, all computing devices regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) requires justification from the Contractor and approval from CDA and must be included in its approved Fall Prevention budget.

**ARTICLE V. PAYMENTS**

- A. The State shall reimburse Contractor with Dignity At Home Fall Prevention funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- B. The Contractor shall prepare and submit monthly expenditure reports and Request For Reimbursement reports (CDA 259) in an electronic format to CDA no later than the last business day of each month unless otherwise specified by CDA. The report shall include all programmatic costs and funding sources for the prior month.
- C. During the Contract period, CDA will pay the Contractor on a reimbursement basis.
- D. Expenditure Reports and Requests for Reimbursement will be processed based on approval of actual expenditures. CDA shall notify the Contractor of a disputed expenditure.
- E. The Contractor shall submit timely expenditure reports and CDA 259 reports to CDA. Late expenditure reports and/or late CDA 259 reports may lead to a delay in payment until the following month.
- F. Upon written request by CDA, Contractor must submit additional documentation or justification to support the financial reports, until CDA determines that the financial management standards are met.
- G. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

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**ARTICLE VI. CLOSEOUT**

- A. The Fall Prevention Program Financial Closeout (CDA 258) and the Program Property Inventory Certification (CDA 9024) shall be submitted to the Dignity At Home Fall Prevention Program Manager thirty (30) days after the expiration of this Agreement.
- B. The Contractor must submit the Fall Prevention Program Financial Closeout (CDA 258) and the Program Property Inventory Certification (CDA 9024) when either the total contract allocation has been expended, or 30 days after the expiration of this Agreement, whichever is earlier.
- C. Final expenditures must be reported to CDA in accordance with the Budget Display (CDA 260) located herein.

**ARTICLE VII. LIQUIDATION**

- A. Fall prevention purchases and services under this Agreement shall be available for liquidation through June 30, 2024.

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT**

- A. The Contractor shall assure that the following conditions are met:
  - 1. Services are provided only to eligible participants of the Dignity At Home Fall Prevention Program as defined in Exhibit A, Article II, Section D.
  - 2. Funds made available under this Agreement shall supplement, not supplant, any federal, State, or local funds expended by a State or unit of local government to provide fall prevention services.

**ARTICLE II. SUBCONTRACTS**

The Contractor shall ensure that the subcontractor's selection process is based upon equitable criteria that provides for adequate publicity, screens out unqualified subcontractors, and awards contracts to the lowest responsible and responsive bidder(s).

- A. Subcontracts shall require all subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to Dignity At Home Fall Prevention Program participants, in the delivery of services, in subcontractors operations.
- B. The Contractor shall require all subcontracts to comply with any Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements, as they relate to services rendered.
- C. The Contractor shall make timely payments to its subcontractors under this Agreement.

**ARTICLE III. REPORTING PROVISIONS**

- A. The Contractor shall submit written reports to the State, on a format prescribed by CDA, as follows:
  - 1. Quarterly Status Reports
    - a. Reports are a snapshot of each quarter and shall include an overview of significant developments during the report period, identified problems, and solutions. The report narrative should be concise and informative. Each report shall include the following information:
      - i. Program Staffing including the full time equivalent (FTE) for each position.
      - ii. Monthly program participant count.

**ARTICLE III. REPORTING PROVISIONS (Continued)**

- iii. Expenditure data by budget category (Direct Costs, Administration, Indirect Costs, Contractual Costs) and receivables by budget category.
    - iv. Types of purchased fall prevention services provided to Program participants.
    - v. Client Satisfaction Comments. Contractor shall report observations made by program participants and/or the Contractor regarding the effectiveness of the Program's purpose of preventing falls and improving the safety of program participants.
    - vi. Quality Assurance Comments. Contractor must report administrative and programmatic challenges to providing purchased fall prevention services. Contractor may also include areas for potential programmatic improvements.
  - b. Reports must be submitted no later than the last day of each month following the close of each reporting period, unless otherwise approved by CDA.
  - c. The Contractor may request that CDA accept a report after the due date. However, the Contractor shall submit a written explanation of the reasons for the delay and the estimated date of submission to the Dignity At Home Fall Prevention Program Mailbox (FallPreventionProgram@Aging.ca.gov).
2. Fiscal Closeout Report (CDA 258 FP)
- As part of the closeout procedures for this contract, the Contractor shall submit a closeout package. CDA will transmit specific closeout instructions, including the Closeout Report due date, under separate cover.
- B. The Contractor may, at its discretion, submit additional reports or correspondence to CDA to discuss the status of the program.

**ARTICLE III. REPORTING PROVISIONS (Continued)**

- C. The Contractor shall electronically submit Dignity At Home Fall Prevention Program quarterly data via email at the [FallPreventionProgram@Aging.ca.gov](mailto:FallPreventionProgram@Aging.ca.gov) by the due date as indicated below.

<b>Phase</b>	<b>Reporting Period</b>	<b>Due Date</b>
Preliminary	February 1 – June 30, 2020	July 31, 2020
Quarter 1	July 1 – September 30, 2020	October 31, 2020
Quarter 2	October 1 - December 31, 2020	January 31, 2021
Quarter 3	January 1 - March 31, 2021	April 30, 2021
Quarter 4	April 1 - June 30, 2021	July 31, 2021
Quarter 5	July 1 – September 30, 2021	October 31, 2021
Quarter 6	October 1 – December 31, 2021	January 31, 2022
Quarter 7	January 1 – March 31, 2022	April 30, 2022