

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 13 PAGES

AGREEMENT NUMBER

DC-2223-20

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

San Bernardino County Aging &amp; Adult Svcs

2. The term of this Agreement is:

START DATE

2/1/2023

THROUGH END DATE

9/30/2024

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

\$ 56,687 Fifty-six thousand six hundred eighty-seven 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 contract term to 9/30/2024.
- B. The attached Exhibit A (6 Pages) is revised and is replaced in its entirety and attached hereto.
- C. The attached Exhibit B (7 Pages) is revised and is replaced in its entirety and attached hereto.
- D. The attached Exhibit B, Attachment 1 (1 Page) is revised and is replaced in its entirety and attached hereto.

*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.)

San Bernardino County Aging &amp; Adult Svcs

CONTRACTOR BUSINESS ADDRESS

784 E. Hospitality Lane

CITY

San Bernardino

STATE

CA

ZIP

92415-0009

PRINTED NAME OF PERSON SIGNING

Dawn Rowe

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

## EXHIBIT A SCOPE OF WORK

### 1. PROGRAM DEFINITIONS

- A. **Digital Connections (DC)** means a program that provides tablet devices, virtual basic literacy skills training, and broadband connection to eligible members of the target population in California.
- B. **Eligible Service Population** means individuals defined as older Californians 60 years of age and older, or 18 years of age and older with disabilities as defined by the Americans with Disabilities Act (ADA). Additionally, an unpaid informal/family caregiver of an older Californian 60 years of age and older, or for an adult 18 years of age and older with disabilities as defined by the Americans with Disabilities Act (ADA), may be eligible for services provided under the Connectivity Fund only.

### 2. PROGRAM DESCRIPTION

- A. Through this program, the California Department of Aging (CDA) will distribute Apple iPads (“devices” or “iPad”) to Area Agencies on Aging (AAAs) in California, hereafter referred to as Contractor or Contractors.
- B. Each iPad will come with a case and AT&T broadband connectivity with 10GB of data allowance until funding has been exhausted, or through February 29, 2024, which ever occurs first. (All iPads can connect to Wi-Fi at any time prior to and after February 29, 2024).
- C. All iPads will be covered by the Mobile Iron Mobile Device Management (MDM) system, Honeywell help desk with Language Support, and Remote Admin services until funding has been exhausted, or February 29, 2024, which ever occurs first.
- D. The California Department of Aging (CDA) will also authorize a Connectivity Fund allocation to the AAAs only, that can be used for Broadband service support, Digital literacy supports, and Program outreach. The Connectivity Fund is not limited to supporting individuals with a DC Program iPad. Rather, the Connectivity Fund is meant to support all individuals affected by the digital divide, as outlined under the Eligible Service Population

### 3. SCOPE OF WORK

- A. CDA and the Contractor agree to work collaboratively to ensure successful delivery and receipt of devices to the agreed upon location. CDA acknowledges Contractor may begin distribution of said devices upon receipt to eligible DC program participants.

B. Contractor Responsibilities for Program Oversight and Administration:

(1) Program Participant Eligibility

a) Contractors shall accept ownership and authority of the digital devices to local programs, to allow assets to be effectively administered at the local level.

b) To qualify for receiving an iPad, the Contractor shall confirm that an individual meets the following eligibility criteria:

(1) Adults 60 years of age and older, or 18 years of age and older with disabilities as defined by the Americans with Disabilities Act (ADA).

(2) Does not currently own a mobile computerized device that can maintain the following features:

(a) General Digital Application Compatibility (i.e., telehealth resources, Zoom capability, etc.)

(b) Mobility (i.e., easy to carry, can move around to different areas as needed to ensure access)

(c) Connectivity (either Wi-Fi capable or 5G broadband capable)

**NOTE:** If a prospective participant has access to broadband, but no device to connect, then they would be eligible. If the individual has a device but no access to broadband, then they would also be eligible.

(d) Resides within the Contractor's jurisdiction and can be supported by other services offered by the Contractor as needed.

c) To qualify for receiving services under the Connectivity Fund allocated to the AAAs, the Contractor shall confirm that an individual meets one of the following eligibility criteria:

(1) Adults 60 years of age and older, or 18 years of age and older with disabilities as defined by the by the Americans with Disabilities Act (ADA).

(2) An unpaid informal/family caregiver of an older Californian 60 years of age and older, or for an adult 18 years of age and older with disabilities as defined by the Americans with Disabilities Act (ADA), may be eligible for services provided under the Connectivity Fund only.

- d) Priority should be given to adults who are low-income, disabled, or otherwise fall within the category of greatest economic and social need within the meanings of the Older Americans Act, the Older Californians Act, and their respective regulatory counterparts.

C. Contractor Responsibilities for Equipment and Asset Management:

- a) Pursuant to the funding authority underlying the DC Program, title and ownership of the devices shall immediately and unconditionally transfer to the Contractor upon delivery from CDA, to allow for effective program administration at the local level.
- b) Based on transfer of title and ownership, and the underlying authority (Budget Act of 2021, Chapter 21, Item 4170-102-0001, provision 5) to do so, the Contractor shall manage all DC Program devices as follows:
  - (1) Maintain detailed property records that include, among other things:
    - (a) a description of the device
    - (b) an identifying number for the device
    - (c) the location of the device; and
    - (d) the ultimate disposition data, including the date of disposal.
  - (2) Develop and implement a control system to ensure adequate safeguards are in place to prevent and investigate any loss, damage, or theft.
  - (3) Implement measures to care for the device and keep it in good condition.
  - (4) Contractor acknowledges and agrees to adhere to these maintenance restrictions on a per unit basis until disposal of the associated device.
  - (5) Contractor agrees and understands that iPads do not depreciate to \$0 value until after 5-years of activation. Therefore, Contractor agrees that a functioning iPad shall be maintained for the purposes of the DC Program until it fully depreciates to \$0.
- c) Upon notification or realization of a device becoming lost, stolen, broken, or disposed, Contractor shall perform the following:
  - (1) Notify AT&T Customer Service by contacting 855-563-0055.
  - (2) Update Contractor's property log for the DC Program.

(3) Notify CDA to allow CDA to turn off connectivity for that device.

(a) If after February 29, 2024, Contractor shall only perform items (1) and (2) above.

**Note:** Contractors are not required to replace the lost, stolen, broken, or disposed of iPad devices.

d) If a device is going to a new program participant, the Contractor shall perform the following:

(1) Ensure the device is reset so that all personal information and data is deleted from the device for any previous users.

(2) Notify CDA for any iPad, if prior to February 29, 2024, as CDA can support updating the iPad device through the Mobile Iron MDM system as well. Similarly, AT&T Customer Service 855-563-0055 can support this need as well.

(3) Update Contractor's property log for the DC program.

D. Contractor Responsibilities for Connectivity Fund:

a) The Connectivity Fund shall only be used by the Contract for at least one of the following services:

(1) Broadband service support.

(2) Digital literacy supports.

(3) Program outreach.

b) The contractor shall establish in writing the eligibility criteria for any supportive services established through the connectivity fund. The Connectivity Fund is not limited to supporting individuals with a DC Program iPad. Rather, the Connectivity Fund is meant to support all individuals affected by the digital divide (i.e., older adults, individuals with disabilities, unpaid informal/family caregivers, etc.).

(1) The eligibility criteria shall be developed by the associated local entity.

(2) The eligibility criteria may include caregivers.

**4. CDA RESPONSIBILITIES:**

- A. CDA will purchase and ship the number of iPad devices to Contractor established in 1. Program Definitions, Part A.
- B. CDA shall vest title ownership of the purchased devices to the Contractors.
  - a. This shall include all CHAT devices that shall be grandfathered into the full scope of this agreement.
  - b. All CHAT devices grandfathered into the full scope of this agreement shall be transferred from CDA to the Contractors.
  - c. CDA will email each of the participating Contractors the following:
    - i. An inventory spreadsheet of their CHAT devices; and STD 158 Property Transfer Report form.
    - ii. Upon receipt of the inventory spreadsheet and STD 158, the Contractor shall review the inventory spreadsheet and, if any discrepancy is noted, submit an email to [property@aging.ca.gov](mailto:property@aging.ca.gov) detailing the discrepancy. Please include in the email subject line: PSA # Inventory Discrepancy Noted.
    - iii. CDA will work with the Contractor to address and resolve the discrepancies. If no discrepancies are identified, sign and date STD 158 as the Property Custodian in box number 6 in the signatures section of the form. Once signed, email the STD 158 to [property@aging.ca.gov](mailto:property@aging.ca.gov) and include in the email subject line: PSA # Signed STD 158 CHAT Devices.
    - iv. Once CDA receives the signed STD 158 from the Contractors, CDA will route the STD 158 for internal signatures, and remove the CHAT devices from the CDA inventory. CDA will email a completed copy of the STD 158 to the participating Contractor and no longer track the CHAT devices.
- C. CDA shall pay and manage connectivity of digital devices through AT&T.
- D. CDA Contract Manager shall provide guidance, information, and access to CDA staff as required by the Contractor to provide services under this Agreement.

**5. CONTRACTOR REPORTING REQUIREMENTS**

- A. The purpose of this project is to reduce isolation, increase connections, and enhance self-confidence for older adults by bridging the digital divide through providing access to digital resources and information. A third-party evaluator will reach out to the Contractor directly to collect available program data information in a one-time effort during 2023-2024.
- B. CDA will provide Contractor with a form listing iPads that the Contractor receives. Contractor shall update this form monthly and send updates to CDA until all iPads have been distributed. The data requested on this form shall include but need not be limited to:
  - 1) Demographic information of iPad recipients, if provided by the participants.
  - 2) Contact information for iPad recipients.
  - 3) Confirmation if the iPad recipient would like a digital literacy training provider to contact them regarding using the iPad device and accessing other digital online resources more effectively.
- C. The Contractor shall provide a summary report within two-months of September 30, 2024, to describe the planning, implementation and effectiveness of the Connectivity Funds. (Only applicable to Contractors who received Connectivity Funding.)

**ARTICLE I. FUNDS**

**A. Expenditure of Funds**

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement, no later than September 30, 2024.
2. 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:
  - 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 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 compensated for expenses only as itemized in the approved Budget 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:
  - 1. 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.
  - 2. Fringe Benefits
  - 3. Contractual costs – subcontract and consultant cost detail.
  - 4. Indirect costs - costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost.
  - 5. Rent
  - 6. Supplies
  - 7. Equipment/Property - detailed descriptions and total costs.
  - 8. Training.
  - 9. Other Costs - a detailed list of other operating expenses.
  - 10. Connectivity Funds Services – Broadband service support, Digital literacy supports, and Program outreach as detailed in Exhibit A.

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.
- 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. Equipment  
Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost, must be included in the Digital Connections Equipment/Property pages.
- F. Indirect Costs
  - 1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment, unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)]. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
  - 2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
  - 3. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [45 CFR 75.414(a)]

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

- A. The original Contract budget is due electronically to the Contractor's CDA Local Finance Analyst 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 sixty (60) days prior to the end of the Contract period unless otherwise specified by CDA.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Exhibit B above.
- D. 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.
- E. 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.

**ARTICLE V. PAYMENTS**

The State shall reimburse Contractor with Digital Connections 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 Contractor shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System (LoFRS), no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.

- 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. Contractors shall notify CDA if they wish to be on a reimbursement or advanced payment.
  - 1. If Contractor 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 Contractor 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 Contractor shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
- E. Upon written request by CDA, Contractor shall submit additional documentation or justification to support the reported expenditure.
- F. Contractor 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 Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

#### ARTICLE VI. CLOSEOUT

- A. A Financial Closeout Report for Digital Connections shall be submitted when either the total contract allocation has been expended, or 30 days after the expiration of this Agreement, whichever is earlier.

**DC-2223 Contract, Amendment 1**  
**Exhibit B - Budget Detail, Payment Provisions**  
Page 7 of 7

- B. Final expenditures must be reported to CDA in accordance with the Budget Display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

State of California  
California Department of Aging

Award #: **DC-2223-20**  
Date: **2/1/2023**  
Amendment #: **1**  
**Page 1 of 1**

**Exhibit B, Attachment 1 - Budget Display**

**DIGITAL CONNECTIONS**  
**Budget Display**  
**Area 20 Agency on Aging**

**February 1, 2023 through September 30, 2024**

<b>Program</b>	<b>Fund Type</b>	<b>Project Number</b>	<b>Baseline</b>	<b>Adjustment</b>	<b>TOTAL</b>
Digital Connections - Administration	Older Adults Recovery and Resilience Fund - Home and Community Based Services	ODCA	\$25,967	\$0	\$25,967
Digital Connections - Program	Older Adults Recovery and Resilience Fund - Home and Community Based Services	ODCL	\$30,720	\$0	\$30,720

**Notes**

OARR funds have been extended to expend until 9/30/2024. Expenditures must be reported in closeout by 10/31/2024.