



**AMENDMENT NUMBER THREE
TO CONTRACT MA-012-23010628
BETWEEN THE COUNTY OF ORANGE
AND
GETSETUP, INC.
FOR
ACCESS TO TECHNOLOGY PROGRAM**

This Amendment to Contract MA-012-23010628, hereinafter referred to as “Amendment Number Three” is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and Getsetup, Inc. DUNS No. 117471272, a state of Delaware for-profit, with a place of business at 1042 Fort Union Boulevard, Suite 1101, Midvale, UT 84047; hereinafter referred to as “Contractor,” with County and Contractor sometimes referred to as “Party,” or collectively as “Parties.”

RECITALS

WHEREAS, County and Contractor entered into Contract MA-012-23010628, hereinafter referred to as “original Contract,” for the provision of Access to Technology Program, commencing February 1, 2023, through December 31, 2023, in an amount not to exceed \$195,187; and

WHEREAS, on March 3, 2023, County executed Amendment One and replace Attachment C-Budget Schedule, and Attachment D – Performance Standards; and,

WHEREAS, on November 8, 2023, Parties executed Amendment Number Two to extend original Contract effective January 1, 2024, through September 30, 2024; increased Contract by \$84,338 for a new cumulative Contract not to exceed amount of 279,525; replaced Attachment A – Scope of Services; replaced Attachment B – Payment Compensation; replaced C-1, Budget Schedule; replaced Attachment D-1, Performance Standards; and,

WHEREAS, Parties now desires to renew original Contract effective, October 1, 2024 through August 31, 2025; increase Contract amount by \$74,620 for a new cumulative Contract not to exceed amount of \$354,145; modify Paragraph 42 of the Original Contract; replace Attachment A-1, Scope of Services; replace Attachment B-1, Payment Compensation; replace Attachment C-2, Budget Schedule; replace D-2, Performance Standards; and,

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend as follows:

1. Original Contract is hereby renewed, effective October 1, 2024, through August 31, 2025, with a new cumulative Contract not to exceed amount of \$354,145.
2. Paragraph 42. Payments, is hereby deleted and replaced with the following:

Payment Terms - Payment in Advance: Invoices are payable 30 days in advance, unless otherwise directed in this Contract. Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Total payment shall not exceed the Contract maximum obligation. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements. The responsibility for providing an acceptable invoice rest with the Contractor. Full payment of the contract amount must be paid prior to September 30, 2024, due to funding restrictions.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

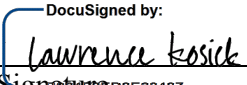
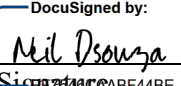
3. Attachment A-1, Scope of Services, is hereby replaced with Attachment A-2.
4. Attachment B-1, Payment Compensation, is hereby replaced with Attachment B-2.
5. Attachment C-2, Budget Schedule, is hereby replaced with Attachment C-3.
6. Attachment D-2, Performance Standards, is hereby replaced with Attachment D-3.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Three on the dates with their respective signatures:

***GETSETUP, INC.**

Lawrence Kosick	President
_____ Print Name	_____ Title
 Signature	7/22/2024 Date
Neil Dsouza	Secretary
_____ Print Name	_____ Title
 Signature	7/22/2024 Date

*If Contractor is a corporation, signatures of two (2) specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____ Dated: _____
Deputized Purchasing Agent
OC Community Resources

**APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL**

By:  _____ Dated: 7/22/2024
DEPUTY COUNTY COUNSEL

ATTACHMENT A-2 SCOPE OF SERVICES

I. GENERAL REQUIREMENTS

A. Hours of Operation and Schedules

1. Regular Hours of Operation:

Contracted service hours of operation shall be from 8:00 a.m. to 5:00 p.m.; Monday through Friday, excluding County observed holidays.

Hours of Operation	
Monday - Friday	8:00 a.m. – 5:00 p.m.
Saturday and Sunday	closed

2. Holiday Operation Schedules:

Contractor must ensure that service delivery of program(s) is available throughout the holiday seasons. Closures are authorized only on County observed holidays. County holidays that fall on a Saturday will be observed on the preceding Friday.

County Observed Holidays	
Independence Day	Christmas Day
Labor Day	New Year's Day
California Native American Day	Martin Luther King Jr. Day
Veteran's Day	Lincoln's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day

B. Funding Requirements

If Contractor receives funds pursuant to this Contract for more than one program, the funds received by Contractor for each program shall be expended only for that program, and Contractor shall not expend more funds for any program than are set forth in the Attachment C, Budget Schedule(s) for that program.

Contractor shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. Contractor agrees to submit to Administrator, upon request, a list of persons, including employees, subcontractors and volunteers, who are to provide such services, and any changes to said list, by name, title, professional degree, and experience.

Additional Services. Contractor also shall provide the services listed below to Older Individuals to whom it provides the services described herein in Attachment A with the consent of the Older Individual, or his or her representative, Contractor shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the Older Individual, or the household of the Older Individual, in imminent danger. Nothing in this paragraph shall be construed to limit Contractor's responsibilities for elder abuse reporting as set forth in this Contract.

- Coordination of services. Contractor shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.
- Coordination of resources. Contractor shall work collaboratively with County, particularly the Information and Assistance Program (I&A), to ensure that clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

C. Contractor's Records

1. Contractor shall keep true and accurate accounts, records, financial and statistical data, which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. This includes but are not limited to the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to OoA and CDA. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County or until an audit has occurred and an audit resolution has been reached. Storage of records in another County will require written approval from the County. Contractor shall reimburse County for all costs and expenses incurred by County and/or the State and U. S. government resulting from travel to a location outside of the County to inspect the records.
2. Records Retention. All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor's office or place of business for the duration of this Contract and thereafter for three (3) years after completion of an audit and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit and Risk Management Branch. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the three (3) years until final resolution or disposition of such appeals, litigation, claims, or exceptions. If Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in the Contract, and are returned to OoA or transferred to another Contractor as instructed by OoA.
3. Liability. Contractor shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Contractor's failure to perform under this Contract. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of OoA and/or CDA and is so stated in writing to Contractor.

D. Expenditure of Funds

1. Contractor shall expend all funds received hereunder in accordance with the Contract.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

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

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

The County reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by County and/or CDA to be: out of compliance with this Contract, 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.

E. Subcontractor

Contractor shall:

1. Administer this Contract and require any Subcontractors to administer their subcontracts in accordance with this Contract, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Contract and resolve all issues using good administrative practices and sound judgment. Contractor and its Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
2. Shall require language in all subcontracts to require all Subcontractors to comply with all applicable State and federal laws.
3. Maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of OoA and/or CDA.
4. Monitor the insurance requirements of its Subcontractors in accordance with this Contract.
5. If Conduct annual comprehensive monitoring of all subcontractors to ensure CDA compliance. Subcontractors shall be monitored within six (6) months of effective date of agreement.
6. Resolve any issues regarding performance with subcontractor within thirty (30) days from completed date of monitoring.
7. Provide the County a copy of the completed monitoring and any applicable resolutions to performance.

II. ACCESS TO TECHNOLOGY (ATT) PROGRAM EXPECTATIONS & REQUIREMENTS

A. Background:

Governor Newsom issued Executive Order (EO) N-73-20 to improve broadband speed and access in California, including improving download speeds for all Californians and to bridge the digital divide for two million Californians who lack broadband access. The EO specifies older adults as a priority population, particularly during the COVID-19 pandemic, as older adults are more vulnerable to COVID-19, are continuing to shelter in-place and may be experiencing reduced interactions with other people and their communities. This has led to increased risks of loneliness and isolation for older adults with potentially negative outcomes to mental and physical health. The EO is also in alignment with goal three of Governor Newsom's Master Plan on Aging that prioritizes addressing the digital divide that directly impacts older adults.

In 2021, the Governor signed Assembly Bill (AB) 135 into law, which added Welfare & Institutions Code (WIC) section 9104, which required the California Department of Aging (CDA) to create the Access to Technology (ATT) program. This ATT program provides all Directors of County Human Services departments with the opportunity to apply for grant funding provided by the CDA for the administration of services and supports in alignment with the Centers for Medicare & Medicaid Services (CMS) Home and Community Based Services (HCBS) spending plan.

The ATT is a program designed to meet the needs of diverse older adults and adults with disabilities, and to connect both target populations to technology to help reduce isolation, increase connections, and enhance self-confidence.

B. Language

1. The Contractor shall take reasonable steps, based upon the State Standard Agreement and the County's language policy, to ensure that "alternative communication services" are available to non-English speaking or Limited English Proficiency (LEP) beneficiaries of services under this Contract. [2 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits. [2 CCR 11162]
4. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services as determined appropriate by Contractor. [22 CCR 98324]

5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Contract. [22 CCR 98370]
6. The five threshold languages in the County of Orange are:
 - English
 - Chinese (Traditional)
 - Korean
 - Spanish
 - Vietnamese (pre-1975)

C. Funding

Funding for the ATT program comes from the Home and Community Based Services (HCBS) funds. There are no match requirements from the Contractor under this funding source.

D. Participant Eligibility

The following individuals are eligible to receive access to sign up for online classes and group sessions, at no cost to the individual, with Contractor:

1. Older adults age 60 years and over who reside in Orange County, and individuals with a disability as defined below:
 - i. *Disability* means, with respect to an individual:
 - A physical or mental impairment that substantially limits one or more of the major life activities of such individual;
 - A record of such an impairment; or
 - Being regarded as having such an impairment. [USC § 35.108]
 - ii. *Individual with a disability* means a person who has a disability. The term individual with a disability does not include an individual who is currently engaging in the illegal use of drugs, when the public entity acts on the basis of such use. [USC § 35.104]

E. Key Responsibilities – Office on Aging (OoA):

1. OoA shall collaborate with Contractor and provide overall program administration, reporting, and fiscal management.
2. OoA Information and Assistance Call Center will refer clients interested in the virtual training offered under the program to Contractor's call center or website.
3. OoA Information and Assistance Call Center will process and address all cross-referrals sent by Contractor for older adults and adults with disabilities who may be qualified to participate in other aging and disability programs.
4. OoA shall communicate all necessary program updates and requirements to Contractor.
5. If applicable, arrange and reserve the location for in-person workshops within the County of Orange. Coordinate with Contractor on schedule and location of in-person workshops.

F. Key Responsibilities – Contractor:

1. Contractor shall provide an annual subscription to GetSetUp online platform of classes and training for Orange County older adults age 60 years and over, and individuals with disability.
2. Contractor shall refer participants who are looking for other aging and disability services to the Office on Aging Information and Assistance Call Center.
3. Contractor shall be responsible for all contractual agreements between itself and other subcontractors (e.g., call centers, online instructors, etc.).
4. Contractor shall provide complete and accurate records to OoA as detailed in Section G. Data and Reporting Provisions.

G. Data and Reporting Provisions

1. Contractor shall report the following data to OoA:
 - Number of Orange County Residents who attended a class.
 - Top classes taken.
 - Average number of classes taken per individual learner
 - Success stories (if any)
 - Client feedback (if any)
2. Contractor shall submit the data to OoA at a time designated by the County.

ATTACHMENT B-2 PAYMENT/COMPENSATION

1. COMPENSATION:

This is a flat fee Contract between the County and the Contractor for up to: \$74,620 for the duration of the program (October 1, 2024 through August 31, 2025) as set forth in Attachment A-2 Scope of Services attached hereto and incorporated herein by reference. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. PAYMENT TERMS:

Invoices are payable 30 days in advance, unless otherwise directed in this Contract. Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Total payment shall not exceed the Contract maximum obligation. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements. The responsibility for providing an acceptable invoice rest with the Contractor. Full payment of the contract amount must be paid prior to September 30, 2024, due to funding restrictions.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

Program Invoice(s):

OC Community Resources
Attention: Accounts Payable
601 N. Ross St., 6th floor
Santa Ana, CA 92701
or email at: einvoice@occr.ocgov.com

3. INVOICING INSTRUCTIONS:

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

- A. Contractor's name and address
- B. Contractor's remittance address (if different from 1 above)
- C. Contractor's Tax ID Number
- D. Name of County Agency Department
- E. County Contract Number
- F. Service date(s) – Month of Service
- G. Delivery Order (DO) / Subordinate Agreement Number
- H. Deliverables / Service description (in accordance with Attachment A)
- I. Contractor's Federal I. D. number
- J. Total

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 5, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

4. FULL COMPENSATION

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

5. CONTRIBUTIONS

- A. Contractor shall provide every participant the opportunity to voluntarily contribute toward the cost of the services provided under this Contract. Contractor shall protect the privacy of each such contributor with respect to his or her contribution. No Older Individual shall be denied a service because of unwillingness or inability to contribute towards the cost of said service.
- B. Contractor shall keep separate accounts of all contributions for services provided pursuant to this Contract. Contractor shall report such contributions monthly to County in the format required by County.
- C. Contributions for services provided pursuant to this Contract shall be added to the funds provided to Contractor by County pursuant to this Contract and shall be used for the purposes and in accordance with the terms of this Contract.

6. INTEREST EARNED

- A. If Contractor earns interest on funds received pursuant to this Contract, that interest shall be identified as income to the program(s) for which this Contract provides and shall be used and expended only for said program(s). Contractor shall maintain in its files full documentation of such interest earnings and expenditures.
- B. If Contractor is a nonprofit, it shall maintain any advances of funds or contributions received under this Contract in interest-bearing accounts, unless "a" or "b" below apply:

- i. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on the funds deposited pursuant to this Contract combined with other federal cash balances, if any, maintained by Contractor; or
- ii. The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources Contractor expects to receive under this Contract.

ATTACHMENT C-3 BUDGET SCHEDULE

1. Contractor's Invoice with Fixed Per Unit Costs:

Access to Technology (ATT) Program Fixed Fee Budget			
Cost Categories	Units	Price per Unit	Total
Number of participants who attended/viewed a training session/class (virtual and/or in-person)	26,000	\$2.87	\$74,620
Total Reimbursement			\$74,620

The above Cost Categories is an overview of the actual invoice approved by the Office on Aging. Subrecipient shall be responsible for and maintain the approved ATT costs. Any deviation from the Office on Aging approved ATT costs and budget, may and can delay reimbursements.

AGENCY NAME: Getsetup, Inc.		PROGRAM PERIOD:	
PROGRAM NAME(S): Access to Technology (ATT) Program		October 2024 - August 31, 2025	
CONTRACT #: MA-012-23010628			
PROGRAM SERVICE		PROGRAM ALLOCATION	SERVICE UNITS REPORTED
Number of Orange County Residents who attended a class		26,000	
		Top classes taken	
		Average number of classes taken per individual learner	

**Contractor will provide participant any available success stories and feedback from learners.*

***County may adjust allocated service units/participant slots based on funding availability.*