

State of California-Department of General Services STANDARD AGREEMENT STD 213A (Rev. 7/2019) <input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 31 PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
	FA-1718-20	2	

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

STATE AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of San Bernardino Aging & Adult Svcs

2. The term of this Agreement is:

START DATE

February 15, 2018

END DATE

July 31, 2020

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

\$ 94,779 Ninety-four thousand seven hundred seventy-nine and 00/100 Dollars

4. The parties 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 updates and replaces Exhibit A (pages 2-9), Exhibit B (pages 1-7), and Exhibit E (15 pages) of the Agreement. The new exhibits are attached hereto.
- B) The attached Exhibit B, page 8 of 8, Budget Display, dated 3/12/2020, hereby replaces the Original Exhibit B, page 8 of 8, Budget Display, 2/15/2018.
- C) The Budget, Amendment 2 is hereby incorporated by reference and replaces the original Budget.

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 & Adult Svcs

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
784 E. Hospitality Lane	San Bernardino	CA	92415-0009

PRINTED NAME OF PERSON SIGNING	TITLE
Sharon Nevins	Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1300 National Drive, Suite 200	Sacramento	CA	95834

PRINTED NAME OF PERSON SIGNING	TITLE
Nate Gillen	Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	SCM, Volume 1, Section 4.04, A., (4)

ARTICLE I. PROGRAM DEFINITIONS

- A. **Accomplishments** mean tasks that were accomplished during this reporting period.
- B. **Agreement or Contract** is a subaward as described in 45 CFR 75.351 and means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
- C. **Cal MediConnect** (formerly the Dual Eligible Demonstration Project) means a demonstration program that coordinates health care services for people with Medicare and Medi-Cal through an integrated system of health care delivery, including medical, behavioral, and long-term support. Cal MediConnect is authorized by Section 1115A of the Social Security Act (added by Section 3021 of the Patient Protection and Affordable Care Act, PL 111-148), and it is a key element of California's Coordinated Care Initiative (CCI). The CCI was authorized pursuant to SB 1008 (Chapter 33, Statutes of 2012) and SB 1036 (Chapter 45, Statutes of 2012), and reauthorized in the 2017-18 California Budget.
- D. **Centers for Medicare & Medicaid Services (CMS)** mean the federal Medicare/Medicaid Agency.
- E. **Contractor** is a sub-recipient as described in 45 CFR 75.351 and means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
- F. **Dual Eligible Beneficiaries** mean individuals 21 years of age or older who are enrolled for benefits under Medicare Part A (42 U.S.C. Sec. 1395c et seq.) or Medicare Part B (42 U.S.C. Sec. 1395j et seq.), or both, and is eligible for medical assistance under the Medi-Cal State Plan.
- G. **Eligible Service Population** means dual eligible beneficiaries eligible for, enrolled in, or targeted for enrollment into a Cal MediConnect Health Plan, or beneficiaries' designated representative.
- H. **Enhanced Outreach** means outreach activities above and beyond routine activities planned in response to other funding (e.g., F2-1718, State Health Insurance Assistance Program (SHIP) Funds, and Medicare Improvements for Patients and Providers Act (MIPPA) Funds), tailored to the specific needs of dual eligible beneficiaries eligible for, enrolled in, or targeted for enrollment into a Cal MediConnect Health Plan.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- I. **Enrollment Brokers** mean third-party entities that enroll beneficiaries into Cal MediConnect plans chosen by the beneficiary.
- J. **Financial Alignment (FA) Model** means the model the State is using to enroll dual eligible beneficiaries in managed care plans that integrate benefits and align financial incentives between Medicare and Medi-Cal.
- K. **Health Insurance Counseling and Advocacy Program (HICAP)** means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541]
- L. **Indirect Costs** mean costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved.
- M. **Long Term Services and Supports (LTSS)** are Medi-Cal programs that provide assistance with Activities of Daily Living, and include a range of home and community based services, such as: In-Home Supportive Services; Community-Based Adult Services; and Multipurpose Senior Services Program, in addition to care in nursing facility services when needed.
- N. **Milestones** mean high-level goals that define the phases of this Project.
- O. **One-on-one Counseling** means the provision of local counseling and informational resources that enable dual eligible beneficiaries to make informed decisions about options they have for receiving Medicare and Medi-Cal benefits that best meet their health and Long Term Services and Supports needs.
- P. **Program Income** means revenue generated by the Contractor or Subcontractor from contract-supported activities. Program income includes:
 - 1. Voluntary contributions received from a participant or responsible party as a result of the service(s)
 - 2. Income from usage or rental fees of real or personal property acquired with funds provided under this Agreement
 - 3. Royalties received on patents and copyrights from contract-supported activities
 - 4. Proceeds from the sale of items fabricated under a contract agreement

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- Q. **State Health Insurance Assistance Program (SHIP)** is a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans, on a Statewide basis. [Welf. & Inst. Code §9541]. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
- R. **Statewide HICAP Automated Reporting Program (SHARP)** means the State's proprietary database for reporting HICAP data to the Centers for Medicare and Medicaid Services (CMS).
- S. **Social Security Act Section 1115A** means the section added by Section 3021 of the Patient Protection and Affordable Care Act (PPACA) (P.L. 111-148) that authorizes the CMS Innovation Center to test innovative payment and service delivery models to reduce program expenditures under Medicare, Medicaid, and the Children's Health Insurance Program while preserving or enhancing quality of life.

ARTICLE II. SCOPE OF WORK

- A. General Provisions
 - 1. The Scope of Work shall be performed by the Contractor and/or its HICAP Subcontractor.
 - 2. All contract and subcontract activities must be separate, distinct, over and above those related activities provided through other funding sources (e.g., the F2-1718, State Health Insurance Assistance Program (SHIP), and Medicare Improvements for Patients and Providers Act (MIPPA) Funds) and must meet CDA and CMS performance requirements.
- B. Contractor, if providing services directly or through a subcontract, shall:
 - 1. Ensure statutory requirements of HICAP [Welf. & Inst. Code §9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Agreement, the HICAP Program Manual, and any other subsequent California Department of Aging (CDA) Program Memos (PM), provider bulletins or similar instructions issued by federal or State agencies during the term of this Agreement.

ARTICLE II. SCOPE OF WORK (Continued)

2. Ensure that the Eligible Service Population, as defined in Exhibit A, Article I, G, is provided with services in a manner that:
 - Is fair, objective, timely, complete and impartial;
 - Empowers consumers to make informed decisions about selecting plans that best meet their health and LTSS needs, and continues to meet their needs;
 - Refers consumers and their families to other resources as needed;
 - Culturally and linguistically appropriate; and
 - Complies with accessibility and non-discrimination laws and regulations as they apply to Project activities (including the Americans with Disabilities Act, Sections 504 and 510 of the Rehabilitation Act of 1973, and Section 1557 of the Affordable Care Act).
3. Ensure that the Eligible Service Population, as defined in Exhibit A, Article I, G, is provided with enhanced outreach activities, materials, and one-on-one counseling on coverage options for their Health and LTSS benefits under Cal MediConnect and alternatives. Outreach materials and one-on-one counseling activities should be health literate, culturally/linguistically appropriate, and specific to the needs of the Eligible Service Population.
4. Ensure that individuals in the Eligible Service Population have access to information and counseling to empower them to make informed decisions about selecting plans that best meet their health and LTSS needs. This information and counseling shall be fair, objective, accurate, timely, complete and impartial. It shall include, but not be limited to, all available health coverage options, implementation activities and timelines, appeal rights, and options for participating in the program.
5. Ensure the provision of additional outreach services and materials to partners, beneficiary caregivers, providers, and other aging network and disability partners (e.g., Information and Assistance, Aging and Disability Resource Centers (ADRC), county Medi-Cal offices, county Independent Living Centers, the Cal MediConnect Ombudsman and other not-for-profit agencies) regarding Cal MediConnect and the availability of HICAP one-on-one counseling for the Eligible Service Population, and refer beneficiaries to other resources as needed.
6. Ensure outreach and one-on-one counseling activities are enhanced to reach Dual Eligible sub-populations, such as beneficiaries with Limited English Proficiency, intellectual and developmental disabilities, severe and persistent mental illness, those with behavioral and cognitive disabilities, and other demonstration sub-populations.

ARTICLE II. SCOPE OF WORK (Continued)

7. Ensure that the services provided are separate, distinct, above and beyond those performed under the F2-1718 Contract, and/or services authorized under other Federal initiatives. These services include, but are not limited to:
 - a. Staying apprised of the status of the Cal MediConnect demonstration, including plan participation, enrollment schedules, and outreach campaigns;
 - b. Developing and providing HICAP Counselors with the information, training, and tools they will need to effectively and efficiently help dual eligible beneficiaries;
 - c. Conducting outreach to educate the eligible service population about their coverage options, including those available through the Cal MediConnect demonstration;
 - d. Partnering with stakeholders and other entities such as, local Medi-Cal offices, participating health plans, enrollment brokers, and the Cal MediConnect Ombudsman, to conduct beneficiary outreach and education;
 - e. Providing one-on-one counseling for the eligible service population in determining what forms of coverage best meet their individual health and LTSS needs. These choices could include:
 - Selecting a different Cal MediConnect plan;
 - Enrolling in a Medicare Managed Care plan and a Medi-Cal Managed Care plan;
 - Choosing fee-for-service Medicare with a Medi-Cal Managed Care plan; and
 - Enrolling in Program of All-Inclusive Care for the Elderly (PACE) if eligible.
 - f. Assisting the eligible service population with enrollment and disenrollment assistance, including referrals to the state enrollment broker, when applicable.
 - g. Referring beneficiaries, as appropriate, to other organizations, including Demonstration Ombudsman Programs and other service organizations.

ARTICLE II. SCOPE OF WORK (Continued)

8. Provide to CDA, prior to release of funds, a detailed FA-1718 Work Plan outlining projected goals, measurable outcomes, major objectives, key tasks, key staff and positions, and time frames (start and end dates). Work plans must also ensure coordination with the State's enrollment brokers and vendor(s), Work Plans shall include use of CCI Project appeals mechanisms including, but are not limited to referrals to the Cal MediConnect Ombudsman Program. The approved FA-1718 Work Plan is hereby incorporated by reference as part of this Exhibit. Updates to the approved Work Plan and documentation of progress towards reaching projected goals shall be included with Semi-Annual reports, as specified by CDA in Exhibit E. Article II of this contract.
9. Ensure adequate staffing to cover all contract requirements and timelines.
10. Prepare and submit the FA-1718 Budget to the CDA Fiscal Team for approval, prior to release of funds. The approved Budget is hereby incorporated by reference as part of this Agreement.
11. Prepare and submit Semi-Annual and Final FA-1718 narrative reports as specified by CDA in Exhibit E, Article II of this contract.
12. Prepare and submit the FA-1718 Budget Narrative as instructed by CDA.
13. Monitor, on an ongoing basis, all use of contract funds through reporting, regular contact, or other means to provide reasonable assurance that the contract funds are administered in compliance with laws, regulations, and the provisions of the contract and that performance goals are achieved [2 CFR Part 200.331]. Conduct annual program and fiscal monitoring. Provide support and technical assistance to subcontractors and respond in writing to all subcontractors' written requests for direction and guidance.
14. As notified by CDA, the Contractor and Sub-Contractors shall cooperate in any site visits conducted by CMS or its designee(s), in technical assistance provided by ACL, and with CMS contractors supporting the implementation of the demonstration, including the independent evaluator, actuarial rate setting services contractor, and operations support contractor.
15. Ensure that all responsible persons have access to up-to-date materials, standards, policies, and procedures relevant to Cal MediConnect.
16. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor pursuant to this Agreement.

ARTICLE II. SCOPE OF WORK (Continued)

17. Review, approve, and monitor on an ongoing basis subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets.
18. Provide training, support and technical assistance to the Subcontractor as needed and respond in writing to all written requests from subcontractors for guidance, and interpretation of instructions.
19. Monitor, evaluate and document subcontractor performance and compliance with this Agreement.
20. Provide timely notice to CDA of any changes to the program or changes in the status of the Contractor that could restrict the operations of, or access to, FA services. Require the Subcontractor to provide timely notice to the Contractor of any changes to the program or changes in the status of the Subcontractor that could restrict operation of, or access to, FA services. These changes include, but are not limited to: personnel changes, phone number changes, headquarters office address changes, and mailing address changes. If subcontracted, the Contractor will forward the updated information to the CDA HICAP team.
21. Collect, verify, approve, and report all required monthly data to CDA using the State HICAP Automated Reporting System (SHARP), as specified in Exhibit E, Article II of this Agreement.
22. CDA has established Financial Alignment performance measures to be used in assessing progress for meeting target penetration counts for the eligible service population. The Contractor and Subcontractor shall use the progress towards the Financial Alignment performance measures to evaluate efforts to reach the eligible service population, and for reference in completing Semi-Annual, Final, and Ad hoc reports as specified in Exhibit E, Article II of this Agreement.

ARTICLE II. SCOPE OF WORK (Continued)

C. Other Provisions and Assumptions

1. The Contractor shall:

- a. Ensure that Project staff and volunteers neither engage in the solicitation of insurance nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted during this Project. All Project staff and volunteers shall provide FA educational services in a manner that is objective and impartial and shall provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client.
- b. Ensure that the Project, Project staff, and Project volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Contractor shall assure that Project staff and volunteers do not accept money or gifts from any client in exchange for services in accordance with Department guidance on conflict of interest and the HICAP Program Manual.
- c. Take all reasonable and necessary measures to ensure that advisors, employees, and volunteers associated with the operation of the Project agree to act in a manner that prevents the appearance of impropriety or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Contractor shall ensure that advisors and governing board members shall be recused from the affairs of the Project in cases of existing employment or compensation from the health insurance or managed health care industries.

**Budget Detail, Payment Provisions, and Closeout - Exhibit B
FA 1718 Amendment 2**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
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 unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]

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.

**Budget Detail, Payment Provisions, and Closeout - Exhibit B
FA 1718 Amendment 2**

ARTICLE I. FUNDS (Continued)

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 and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. [45 CFR 75]

2. Financial Management Systems

The Contractor shall meet the stipulations for Financial management and standards for financial management systems outlined in 45 CFR 75.302 including but not limited to:

- 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.

**Budget Detail, Payment Provisions, and Closeout - Exhibit B
FA 1718 Amendment 2**

ARTICLE I. FUNDS (Continued)

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 by the United States Government or 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.

**Budget Detail, Payment Provisions, and Closeout - Exhibit B
FA 1718 Amendment 2**

ARTICLE I. FUNDS (Continued)

- 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.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal funds shall be identified as non-match cash.
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [45 CFR 75.305 (b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

**Budget Detail, Payment Provisions, and Closeout - Exhibit B
FA 1718 Amendment 2**

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit 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 a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs - subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel - mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- 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 Section B. above.
- D. Unless otherwise specified by CDA, the final budget revision must be submitted at least ninety (90) days prior to the ending date of the Contract.

**Budget Detail, Payment Provisions, and Closeout - Exhibit B
FA 1718 Amendment 2**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

E. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)].
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. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).
4. 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 III. PAYMENT

- A. The Contractor shall prepare and submit a Report of Expenditures/Request for Funds a monthly expenditure report in an electronic format as instructed by CDA by the 30th of each month.
- B. Payments will be made to reimburse expenditures reported unless payment method was established as a Request for Funds basis for the contract term at the time of contract execution.
- C. During the Contract period, requests to expedite payments shall be reviewed and based on an analysis of the Contractor's need to provide services.

**Budget Detail, Payment Provisions, and Closeout - Exhibit B
FA 1718 Amendment 2**

ARTICLE IV. CLOSEOUT

- A. All contractors must submit Closeout Reports to CDA, as instructed by CDA.
- B. All contractors must submit the Report of Property Purchased with Agreement Funds (CDA 32) with the Closeout Report.
- C. Closeout reporting documents must be addressed to the CDA Fiscal Team.
- D. 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.

**FINANCIAL ALIGNMENT
Budget Display
State Fiscal Years 2017-18, 2018-19, 2019-20 and 2020-21
February 15, 2018 - July 31, 2020**

County of San Bernardino Aging & Adult Svcs

Award #		Carry Over	Funds	2018 Financial Alignment
State Fiscal Year 2017-18: February 15, 2018 - June 30, 2018				a, b
Federal Trust Fund	1J1CMS331625-01-01		(7,881)	13,918
State Fiscal Year 2018-19: July 1, 2018 - June 30, 2019				a, b
Federal Trust Fund	1J1CMS331625-01-01 / 02-01		3,337	54,518
State Fiscal Year 2019-20: July 1, 2019 - December 21, 2019				a, b
Federal Trust Fund	1J1CMS331625-02-01			21,799
State Fiscal Year 19-20/20-21: Dec 22, 2019 - July 31, 2020				a, c
Federal Trust Fund	1J1CMS331625-01-01		4,544	4,544
TOTAL FUNDING 2017-18 to 2020-21				
Federal Trust Fund- TOTAL, All Years				94,779

Administration costs not to exceed 10% of original allocation

- (a) Funds must be expended in the budget period for which they are allocated.
- (b) Final expenditures must be reported in closeout no later than January 21, 2020.
- (c) Final expenditures must be reported in closeout no later than August 31, 2020.

Funds for this contract are provided by using the following Centers for Medicare & Medicaid Services grant:

CFDA#	Project Title	Federal Grant Year	Award #	Effective Date
93.626	SHIP Options Counseling for Medicare/Medicaid	2018	1J1CMS331625-01-01	2/15/2018
93.626	SHIP Options Counseling for Medicare/Medicaid	2018	1J1CMS331625-02-01	2/15/2018

**Additional Provisions – Exhibit E
FA 1718 Amendment 2**

ARTICLE I. ASSURANCES SPECIFIC TO THE FA-1718 CONTRACT

- A. The Contractor shall assure that the following conditions are met:
1. Services are provided to the Eligible Service Population as defined in Exhibit A, Article I, G of this contract.
 2. Staffing shall be adequate to ensure all contract requirements and timelines of the Project are met.
 3. The Program Manager for HICAP has general oversight of the FA services and sole authority to recommend persons to file industry complaints and refer FA clients to legal services.
 4. All persons affiliated with the Project and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with laws, regulations, and the HICAP Program Manual.
- B. The Contractor shall assure compliance with the State Conflict of Interest Requirements as they pertain to Project services as follows:
1. The Contractor shall assure that Project staff and volunteers do not engage in the solicitation of insurance; nor endorse any Medicare supplement, long-term care, or other insurance policies or plans; nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted during the Project. All Project staff and volunteers shall provide FA educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client.
 2. The Contractor shall assure that the Project, Project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Contractor shall assure that Project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with CDA guidance on conflict of interest and the HICAP Program Manual.
 3. The Contractor shall take all reasonable and necessary measures to assure that advisors, employees, and volunteers associated with Project operation agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Contractor shall

**Additional Provisions – Exhibit E
FA 1718 Amendment 2**

ARTICLE I. ASSURANCES SPECIFIC TO THE FA-1718 CONTRACT (Continued)

ensure that advisors and governing board members shall recuse themselves from the affairs of the Project if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Contractor from soliciting program contributions from entities that do not pose a conflict of interest.

- C. This Agreement is subject to the requirements of Grant No. 1J1CMS331625-02-00 (Support for Ombudsman and Beneficiary Counseling Programs for States Participating in the Medicare-Medicaid Financial Alignment Initiative).

By receiving funds under this Agreement, the Contractor agrees that it will carry out the project/program as authorized and will comply with the terms and conditions and other requirements of this Agreement, including but not limited to:

1. Trafficking Victims Protection Act of 2000
 - a. This Agreement is subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - b. Violation of this Act by the Contractor and Subcontractor may result in termination of this award.

2. Implementation of United States v. Windsor and Interpretation of Familial Relationship Terminology

In any contract-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, contractors must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively.

3. Employee Whistleblower Protections

All contractors and subcontractors must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 in the predominant native language of the workforce.

4. Fraud, Waste, and Abuse

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements.

**Additional Provisions – Exhibit E
FA 1718 Amendment 2**

ARTICLE I. ASSURANCES SPECIFIC TO THE F2-1718 CONTRACT (Continued)

5. Subaward Reporting and Executive Compensation

This award is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by Section 6202 of Public Law 110—252 and implemented by 2 CFR Part 170.

- a. The Contractor shall report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub.L. 111-5), no later than the end of the month following the month in which the obligation was made. Each obligating action in this award term must be reported through <http://www.fsrs.gov/>.
- b. The Contractor shall report the names and total compensation of its top five (5) most highly compensated executives for the preceding fiscal year, no later than thirty (30) days after the execution of this Agreement, if –
 - i. in the Contractor's preceding fiscal year, the Contractor received –
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

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ARTICLE I. ASSURANCES SPECIFIC TO THE F2-1718 CONTRACT (Continued)

The Contractor is exempt from reporting Total Compensation of Executives if the Contractor's gross income from all federal contracts and subcontracts is under \$300,000.

6. Project and Data Integrity

Contractor shall protect the confidentiality of all project-related information that includes personally identifying information.

7. Public Policy Requirements

By signing the contract, the authorized organizational official certifies that the organization will comply with applicable public policies.

8. Mandatory Disclosures

As is stated under 45 CFR §75.113, Contractor must disclose, in a timely manner, in writing to CDA and the HHS Office of Inspector General (OIG) all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent to CDA and the HHS OIG at the following addresses

California Department of Aging
ATTN: Mandatory Grant Disclosures, HICAP Team
1300 National Drive, Suite 200
Sacramento, CA 95834

And,

U.S. Department of Health & Human Services Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator 330
Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371

ARTICLE I. ASSURANCES SPECIFIC TO THE FA-1718 CONTRACT (Continued)

9. Publications

- a. Ensure that all publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including, but not limited to, electronic/digital media that is related to this Project include a formal acknowledgement of support from the Department of Health and Human Services, citing the Funding Opportunity Number as follows: **“The project described was supported by Funding Opportunity Number CMS-1J1-17-001 from the U.S. Department of Health & Human Services, Centers for Medicare & Medicaid Services, Center for Medicare & Medicaid Innovation.”** Contractor must also include a disclaimer stating that **“The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies.”**
- b. Submit one copy of each publication resulting from work performed under this agreement, regardless of format, to CDA with the Semi-Annual Progress Reports and Final Report.
- c. Use the SHIP logo and tagline on all program materials developed for public use.
- d. Provide upon request, at any time during the contract period, materials, systems, or other items used, developed, refined or enhanced in the course of this Agreement to CDA. Ensure that CMS shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the items for federal government purposes.

10. CMS Program Monitoring

The Contractor and, if applicable, the HICAP subcontractor shall cooperate in any site visits conducted by CMS or its designee(s), in technical assistance provided by ACL, and with CMS contractors supporting the implementation of the demonstration. The recipient shall provide data needed to assess the impact of the program activities demonstration in accordance with the MOU. CMS shall retain full rights to use such data and information to disseminate successful care coordination techniques, including factors associated with performance, to other providers and suppliers and the public and to evaluate the demonstration.

ARTICLE I. ASSURANCES SPECIFIC TO THE FA-1718 CONTRACT (Continued)

11. Supplanting of Funds

The Contractor is responsible for ensuring that no federal funds provided under this award are used to fund the same services or activities otherwise funded by the Federal government through any other funding mechanisms, such as any cooperative agreements for the Implementation Support for State Demonstrations to Integrate Care for Medicare-Medicaid Enrollees, State Innovation Models, or other federal support for ombudsman services.

12. Adherence to Program Requirements

The Contractor shall adhere to all requirements and activities included in the Contract, unless otherwise approved by CDA. All terms and conditions also apply to HICAP subcontractors and any individuals or entities performing functions or services on behalf of the Contractor. Failure to do so may lead to termination of this Contract.

13. Prior Approval

CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution.

14. Residual Unused Supplies

Reportable Residual Unused Supplies, which in the aggregate exceed \$5,000 in fair market value must be retained by the Recipient for use on other activities or sold, but the Contractor must, in either case, compensate CDA and the Federal government for its share. CMS is entitled to an amount calculated by multiplying the current fair market value or proceeds from sale by CMS's percentage of participation in the cost of the original purchase. Further instructions will be provided prior to closeout.

15. Recipient Integrity and Performance

In accordance with Appendix XII to 45 CFR Part 75, Recipient must comply with reporting requirements for matters related to recipient integrity and performance.

ARTICLE I. ASSURANCES SPECIFIC TO THE FA-1718 CONTRACT (Continued)

Contractor acknowledges that CDA may be required to maintain the currency of information in the Federal Awardee Performance and Integrity Information System (FAPIS). Contractor agrees to submit the following information to CDA within 30 days when in connection with the performance of this contract:

- a. A criminal proceeding
- b. A civil proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages
- c. An administrative proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages
- d. Any other criminal, civil or administrative proceeding that could have resulted in a fine, penalty, reimbursement, restitution, or damages

16. Financial Alignment Conflict of Interest Policy

In accordance with 45 CFR 75.112, these terms and conditions establish the conflict of interest policy requirements for recipients receiving federal discretionary grant funding from CMS.

- a. CMS requires recipients to establish safeguards to prevent employees, officers, or agents of the non-Federal entity such as consultants, contractors, members of governing bodies, and others who may be involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial or other gain for themselves or others, such as those with whom they have family, business, or other ties. These safeguards must be reflected in written standards of conduct. Except as provided below, CMS does not require a recipient to establish separate standards of conduct if it maintains such standards for its non-grant-supported activities, as long as those standards are consistent with State, local, and tribal laws and regulations, and cover, at a minimum, expected conduct in regard to financial interests, gifts, gratuities and favors, nepotism, and such other areas for governmental organizations as political participation and bribery.
- b. The Recipient must also maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in accordance with §75.327 General procurement standards. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a

ARTICLE I. ASSURANCES SPECIFIC TO THE FA-1718 CONTRACT (Continued)

Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest.

17. Accessibility Provisions Section 504

Recipients of federal financial assistance from Health and Human Services must administer their programs in compliance with federal civil rights laws. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age and, in some circumstances, sex and religion.

In addition, recipients of federal financial assistance have specific legal obligations for serving qualified individuals with disabilities by providing information in alternate formats.

1. **Public Notification:** If you have a public facing website, you shall post a message no later than 30 business days after award that notifies your customers of their right to receive an accessible format. Sample language may be found at: <https://www.medicare.gov/about-us/nondiscrimination/nondiscrimination-notice.html>. Your notice shall be crafted applicable to your program.

ARTICLE I. ASSURANCES SPECIFIC TO THE FA-1718 CONTRACT (Continued)

2. Processing Requests Made by Individuals with Disabilities:
 - a. Documents:
 - i. When receiving a request for information in an alternate format (e.g., Braille, Large print, etc.) from a beneficiary or member of the public, you must:
 1. Consider/evaluate the request according to civil rights laws.
 2. Acknowledge receipt of the request and explain your process within 2 business days.
 3. Establish a mechanism to provide the request.
 - ii. If you are unable to fulfill an accessible format request, CDA may work with you in an effort to provide the accessible format. You shall refer the request to CDA within 2 business days if unable to provide the request. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable information), to the HICAPTeam2@aging.c a.gov mailbox with the following information:
 1. The e-mail title shall read “Grantee (Organization) Alternate Format Document Request.”
 2. The body of the e-mail shall include:
 - a. Requester’s name, phone number, e-mail, and mailing address.
 - b. The type of accessible format requested, e.g., audio recording on compact disc (CD), written document in Braille, written document in large print, document in a format that is read by qualified readers, etc.
 - c. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.
 3. The document that needs to be put into an accessible format shall be attached to the e-mail.
 - iii. CMS may respond to the request and provide the information directly to the requester.
 - iv. The Contractor and/or HICAP subcontractor shall maintain record of all alternate format requests received including the requestor’s name, contact information, date of request, document requested, format requested, date of acknowledgment, date request provided, and date referred to CDA if applicable.

**Additional Provisions – Exhibit E
FA 1718 Amendment 2**

ARTICLE I. ASSURANCES SPECIFIC TO THE FA-1718 CONTRACT (Continued)

- b. Processing Requests Made by Individuals with Limited English Proficiency (LEP):
 - i. Refer to Exhibit D, Article XX.B Provision of Services

18. Subrecipient Equal Treatment

The Contractor must comply with 45 CFR Part 87, including the provision that no State or local government Recipient nor any intermediate organization receiving funds under any program shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.

19. FY 2016 Appropriations Provision

Contractors must comply with all terms and conditions outlined in their Contract, including grant policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

This award is subject to the "Consolidated Appropriations Act, 2016," Public Law 114-113, signed on December 18, 2015. As is noted under Division H, Title II, General Provisions, Section 202, none of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. This salary cap applies to direct salaries and to those salaries covered under indirect costs, also known as facilities and administrative (F & A) costs].

20. Termination of Funding

Continued funding to a recipient is dependent on satisfactory performance against goals and performance expectations delineated in the cooperative agreement's terms and conditions. CMS reserves the right to terminate the cooperative agreement if it is determined to be in the Government's best interests, such as if the associated demonstration does not meet the requirements in 1115A of the Social Security Act [42 USC 1315 (a)(b)(3)(B)].

ARTICLE II. REPORTING PROVISIONS

The Contractor shall ensure that program performance data is entered into the State HICAP Automated Reporting Program (SHARP) in accordance with CDA requirements [Welf. & Inst. Code §9541(c)(8)]. Data entered must be timely, complete, accurate, and verifiable.

- A. The Contractor shall review and approve program performance data entered into SHARP.
- B. The Contractor shall provide the following reports in accordance with the report schedules outlined below.

- 1. **Monthly Data Element Reports:** Contractors are required to track and enter required data elements (see section C below) on a monthly basis using SHARP. The Contractor shall certify to the Contractor’s assigned CDA HICAP Team Analyst that the Contractor has reviewed and approved the data by the 15th day of each month following the reporting period for the length of this Agreement, as follows:

Reporting Period	Due Date
January 1 – January 31	February 15
February 1 – February 28/29	March 15
March 1 – March 31	April 15
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15
July 1 – July 31	August 15
August 1 – August 31	September 15
September 1 – September 30	October 15
October 1 – October 31	November 15
November 1 – November 30	December 15
December 1 – December 31	January 15

- 2. **Semi-Annual Progress Reports:** Semi-Annual progress reports are due on a date specified by CDA.
- 3. **Final Narrative Report:** A final report is required at the end of the term of the agreement with a reporting period inclusive of the full contract period. The Final Narrative Report shall be due on a date specified by the CDA.

- C. The Contractor shall provide the following minimum required data elements for monthly reporting in SHARP:
 - 1. Number of HICAP counselors serving dual eligible beneficiaries by zip code and county.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Number of HICAP counselors trained on the financial alignment demonstration by zip code and county.
 3. Number of client intakes where the “Duals Demonstration” field is selected in the “topics discussed” section:
 - Medi-Cal office
 - Enrollment brokers
 - 1-800-MEDICARE
 - CMS Federal Coordinated Health Care Office (FCHCO)
 - Other
 4. Number of public and media events where the “Duals Demonstration” field is selected in the “primary focus topic” section:
 - Enrollment broker assistance
 - Letters received from Medi-Cal office
 - Managed care options
 - Opt-out of program
 - Enrollment assistance
 - Other Medicare issues
 - Given publications and other materials
- D. The Contractor shall provide the following information in all narrative reports (semiannual progress, final), and summarize progress against milestones identified in the work plan:
1. Program name
 2. Project key staff and contact information
 3. Reporting period
 4. Budget status – describing how grant funds were used during the reporting period, include amounts for planned expenditure, actual expenditure, and deficit/surplus
 5. Work plan and timeline update, including documentation of progress against projected goals identified in the work plan
 6. Accomplishments – Tasks that were accomplished during this reporting period, and Analysis of challenges during the reporting period
 7. Best practices or key lessons, including recommendations for improvements in the demonstration
 8. Projected goals
 9. Mitigation strategies – for addressing barriers during the next 6 month period

ARTICLE II. REPORTING PROVISIONS (Continued)

- E. The Contractor shall provide the following information upon request from CDA:
 - 1. A list of Project partners, their role(s), and expected partnership outcome(s).
 - 2. Confirmation of a Memorandum of Understanding (MOU) and/or contract being in place with such partners.
- F. CDA reserves the right to modify performance reporting terms and conditions to ensure compliance with federal government guidelines and requirements.
- G. The Contractor and, if applicable, HICAP subcontractor shall provide ongoing ad hoc status updates at the request of CDA.

ARTICLE III. CONTINUITY OF SERVICE AND TRANSITION PLAN

- A. In the event of a change in HICAP subcontractors, the Contractor shall assure that a subsequent HICAP subcontractor is available to complete any open cases or transactions during the transition period. This shall include referrals for appeals and timelines as specified in CCI Project regulations.
- B. The Contractor shall submit a transition plan to CDA within fifteen (15) days of CDA's written Notice of Termination or Contractor's Notice of Intent to Terminate. The transition plan must be approved by CDA and shall at a minimum include the following:
 - 1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new Contractor.
 - 2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new Contractor.
 - 3. A description of how clients will be notified about the change in, and continuation of, their HICAP services.
 - 4. A description of how communications with other HICAP sites, local agencies and advocacy organizations shall be made to assist in locating alternative services as needed.
 - 5. A description of how community referral sources will be informed of the pending termination of this HICAP contract or subcontract and the transition and provision of services.

**Additional Provisions – Exhibit E
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ARTICLE III. CONTINUITY OF SERVICE AND TRANSITION PLAN (Continued)

6. A description of how sensitive and confidential records will be transferred.
 7. A description of how staff adequate to providing continued service through the term of the existing contract will be maintained.
[22 CCR 7206(e)(4)]
 8. A plan to complete a property inventory and transfer, or return to CDA all equipment purchased with FA-1516 Contract funds as directed by CDA.
 9. Additional information as necessary to effect a safe transition of clients from the outgoing Contractor or Subcontractor to the new Contractor or Subcontractor.
- C. The Contractor shall require a subcontractor, in the event of a change of a HICAP subcontractor providing services, either as a result of a routine procurement process or a subcontract termination, to submit a transition plan to the Contractor upon written Notice of Termination by the Contractor or Notice of Intent to Terminate by the Subcontractor. The Contractor shall submit the transition plan to CDA at least fifteen (15) days prior to the termination of the subcontract, in accordance with Exhibit E, Article III of this Agreement. The transition plan must be approved by CDA prior to implementation.
- D. The Contractor shall implement the transition plan as approved by CDA.
- E. CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.
- F. No cooperative agreement funds awarded under this solicitation may be used for any item listed under the Prohibited Uses of Grant Funds as detailed below:
1. Matching any other Federal funds.
 2. Providing services, equipment, or support that are the legal responsibility of another party under Federal or State law (such as vocational rehabilitation or education services) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.
 3. Supplanting existing State, local, or private funding of infrastructure or services such as staff salaries, etc.

ARTICLE III. CONTINUITY OF SERVICE AND TRANSITION PLAN (Continued)

4. Covering any pre-award costs.
5. Providing goods or services not allocable to the approved project.
6. Covering capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life as a direct cost except with the prior written approval of the Federal awarding agency.
7. In accordance with 45 CFR 75.476, the cost of independent research and development, including their proportionate share of indirect costs, is unallowable.
8. In accordance with 45 CFR 75.216(b), except for grants awarded under the Small Business Innovative Research (SBIR) and Small Business Technology Transfer Research (STTR) programs (15 U.S.C. 638), no HHS funds may be paid as profit to any recipient even if the recipient is a commercial (for-profit) organization. Profit is any amount in excess of allowable direct and indirect costs.

ARTICLE IV. FUNDING RESTRICTIONS

1. Expending funds for any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body. Contractors may lobby at their own expense if they can segregate federal funds from other financial resources used for that purpose.
2. Continuing existing projects without expansion or new and innovative approaches.
3. Technology projects/data systems (excluding equipment, e.g., laptop, PC).