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SAN BERNARDINO COUNTY

Contract Number
21-411-A2

SAP Number
N/A

Department of Aging and Adult Services

Department Contract Representative	Julie West, Contract Analyst
Telephone Number	909.387-2462
Contractor	California Department of Aging
Contractor Representative	Andrew Reel, Contract Analyst
Telephone Number	916.419.7556
Contract Term	July 1, 2021 – March 31, 2024
Original Contract Amount	$ 1,156,505
Amendment Amount	$ 33,109
Total Contract Amount	$1,189,614
Cost Center	5295001036

Amendment No. 2 to Revenue Contract No. 21-411 (State Revenue Agreement No. HI-2122-20) with the California Department of Aging to provide Health Insurance Counseling and Advocacy Program services, updating Exhibit B – Budget Display, and Exhibit E - Additional Provisions, increasing the total contract amount by $33,109, from $1,156,505, to $1,189,614, with no change to the contract period of July 1, 2021 through March 31, 2024.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
DocuSigned by: Jacqueline Carey-Wilson	DocuSigned by: Sharon Nevins, Director – Public Guardian	Patty Steven
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Jacqueline Carey-Wilson, Deputy County Counsel	Patty Steven, Contracts Manager	Sharon Nevins, Director
Date January 12, 2023	Date January 12, 2023	Date January 13, 2023

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 19 PAGES**

SCO ID: 4170-HI212220-A2

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
HI-2122-20	2	

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

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTOR NAME
County of San Bernardino Aging & Adult Svcs

2. The term of this Agreement is:

START DATE
07/01/2021

THROUGH END DATE
03/31/2024

3. The maximum amount of this Agreement after this Amendment is:
$ 1,189,614 One million one hundred eighty-nine thousand six hundred fourteen 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 increases the total amount of the Agreement by $33,109. The new total of the Agreement shall not exceed $1,189,614.

B. The attached Budget Display Exhibit B, Attachment 1 – Budget Display, identified as Amendment 2, replaces the previously amended Exhibit B, Attachment 1 – Budget Display (1 page) in its entirety. The Budget, Amendment 2, is hereby incorporated by reference and replaces the Amendment 1 referenced Budget.

C. Exhibit B (8 pages), and Exhibit E (10 pages) are hereby replaced 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.)
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
Dawn Rowe	Chair, Board of Supervisors
CONTRACTOR AUTHORIZED SIGNATURE: Dawn Rowe	DATE SIGNED: JAN 24 2023

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2880 Gateway Oaks Drive, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Nate Gillen	Chief, Business Management Bureau
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable): AG OP 80-111

State of California
California Department of Aging

Agreement #: HI-2122-20
Date: 11/23/2022
Amendment #: 2

Exhibit B, Attachment 1 - Budget Display

HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of San Bernardino Aging & Adult Svcs

July 1, 2021 - June 30, 2022

STATE FISCAL YEAR 2021-2022

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	c	HIRL	153,656	0	0	153,656	0
State HICAP Fund	c	HIHL	76,786	0	0	76,786	0
State HICAP Fund Augmentation	c	HIPL	53,307	0	0	53,307	0
Federal SHIP Funds	a	HIFL	94,889	28,576	0	123,465	28,576
Federal SHIP Funds	b	HIFL	31,602	0	0	31,602	0
STATE FISCAL YEAR 2021-2022 (12 MONTHS TOTAL)			**410,240**	**28,576**	**0**	**438,816**	**28,576**

July 1, 2022 - March 31, 2023

STATE FISCAL YEAR 2022-2023

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	d	HIRL	115,209	0	0	115,209	0
State HICAP Fund	d	HIHL	57,573	0	0	57,573	0
State HICAP Fund Augmentation	d	HIPL	39,980	0	0	39,980	0
Federal SHIP Funds	d	HIFL	94,831	28,442	0	123,273	28,442
Federal SHIP Administrative Supplement	d	HIFL	0	4,667	0	4,667	4,667
STATE FISCAL YEAR 2022-2023			**307,593**	**33,109**	**0**	**340,702**	**33,109**

April 1, 2023 - March 31, 2024

STATE FISCAL YEAR 2022-2023 & 2023-2024

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	e	HIRL	153,612	0	0	153,612	0
State HICAP Fund	e	HIHL	76,764	0	0	76,764	0
State HICAP Fund Augmentation	e	HIPL	53,307	0	0	53,307	0
Federal SHIP Funds	e	HIFL	126,413	0	0	126,413	0
STATE FISCAL YEAR 2022-2023 & 2023-2024			**410,096**	**0**	**0**	**410,096**	**0**

*The maximum amount available for period April 1, 2023 - June 30, 2023	
Reimbursements (Ins Fund)	$38,403
State HICAP Fund	$19,191
State HICAP Fund Augmentation	$13,327

a Funds must be expended by 3/31/22 and final expenditures reported in closeout no later than 5/15/2022.
b Funds will not be available until 4/1/2022 and final expenditures reported in closeout no later than 8/15/2022.
c Final expenditures must be reported in closeout by 8/15/2022.
d Funds must be expended by 3/31/23 and final expenditures reported in closeout no later than 5/15/2023.
e Funds must be expended by 3/31/24 and final expenditures reported in closeout no later than 5/15/2024.

Federal Funds for this contract are provided by using the following Administration for Community Living (ACL) grants:

PROJECT TITLE	CFDA #	PROJECT	AWARD #	EFFECTIVE DATE
State Health Insurance Assistance Program (SHIP)	92.324	HIFL	90SAPG0094-02-00	4/1/2021
State Health Insurance Assistance Program (SHIP)	92.324	HIFL	TBD	4/1/2022
State Health Insurance Assistance Program (SHIP)	92.324	HIFL	TBD	4/1/2023

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 https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

   Out of State:
   - http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201

   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.

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]

ARTICLE I. FUNDS (Continued)

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.

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.

ARTICLE I. FUNDS (Continued)

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.

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)]

ARTICLE I. FUNDS (Continued)

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.

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.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

6. Supplies.

7. Equipment - detailed descriptions and total 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. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the maximum ten percent (10%) may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

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

2. No fees may be charged for services although contributions or donations may be requested. Signs and literature about HICAP services may indicate that donations are welcome. HICAP clients are not to be pressured to make donations. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as Program Income. (Applicable to HICAP program only.)

B. One-Time-Only (OTO) Funds

OTO funds, if any, are non-transferable between funding sources and are to be used for the purposes for which they were originally allocated. This means that OTO funds can only be used in the program in which they were accrued.

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.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. The Contractor shall submit electronically the original HICAP Budget with the annual updates by May 1, unless otherwise instructed by CDA.

B. The Contractor shall submit electronically a budget revision thirty (30) days after receiving an amended Budget Display with changes in funding levels, unless otherwise instructed by CDA.

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

C. The final date to submit a budget revision is March 1st of the Contract period unless otherwise specified by CDA. CDA will not accept any budget revision after the Contract period has expired.

D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor shall submit a revised budget to CDA for any line item budget transfer of funds that is ten percent (10%) or more of the total budget.

2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

E. In the event that programs are changed from direct services to contracted services or contracted services to direct services, the Contractor shall submit a revised budget to CDA, prior to implementation of said change. An amendment to this Agreement shall be required in accordance with Exhibit D, Article XV.

F. Equipment
Equipment/Property with per unit cost of $5000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA. To request approval for specific equipment/property, requests with justification shall be sent to cdaequipment@aging.ca.gov. Such items must also be included in the Contractor's approved HICAP Budget. Please note an approved budget is not approval for equipment purchase.

ARTICLE V. PAYMENT

A. The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA

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. Contractor shall be charged $75 per program fund source 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.

ARTICLE VI. CLOSEOUT

A. All contractors shall submit two Closeout Reports to CDA for the budget period of July 1, 2021 – June 30, 2022. The first Closeout Report is due on May 15, 2022 - covering the period of July 1-March 31; and the second Closeout Report is due on August 15, 2022 - covering the period of April 1 - June 30.

B. All contractors shall submit a Closeout Report to CDA once per State Fiscal Year for the following budget periods:
   a. Budget Period July 1, 2022 – March 31, 2023 is due on April 30, 2023
   b. Budget Period April 1, 2023 – March 31, 2024 is due on April 30, 2024.

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.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP

A. The Contractor shall assure, either as a HICAP direct services or contracted services, that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. Public awareness, knowledge and visibility of the HICAP that includes persons in greatest need of services and partnership opportunities with groups not currently being reached.

3. Staffing is adequate to cover all contract requirements and timelines of the Program. The Program Manager shall manage the Program at least thirty-two (32) hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.

4. The Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services.

5. All persons affiliated with the Program 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.

6. Participants who volunteer their time for the health insurance counseling and advocacy program may be reimbursed for expenses incurred, as specified in Exhibit B(A)(2).

B. The Contractor shall assure, either as a HICAP direct services or contracted services, compliance with the State Conflict of Interest Requirements as they pertain to HICAP 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 by the HICAP. All project staff and volunteers shall provide HICAP 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.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

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 the operation of HICAP 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 assure that advisors and governing board members shall recuse themselves from HICAP business 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. The Contractor shall assure that the following publication conditions are met:

Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

1. Use the SHIP Logo and Tagline on all HICAP publications, including websites.

2. Identify the name of the entity, the address, and telephone number at which the supporting data is available.

3. Acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.

4. Include the express acknowledgment on all SHIP public information materials, "This project was supported, in part, by grant number CFDA 93.324 from the U.S. Administration for Community Living, Department of Health and Human Services, Washington D.C. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official Administration for Community Living policy."

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

D. The Contractor shall assure, either as HICAP direct services or contracted services, full compliance with full compliance with PM 19-08, to include:

1. All HICAP volunteers and staff members in positions of trust are subject to a background and national-level criminal record check.

2. The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments.

3. The Area Agency on Aging shall assure, either as HICAP direct services or contracted services, full compliance with the federal Volunteer Risk and Program Management (VRPM) requirements.

E. 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.

F. The Contractor shall assure, either as HICAP direct services or contracted services, full compliance with 2 CFR 200.216.

The Contractor is prohibited from the direct or indirect use of funds to:

1. Procure or obtain,

2. Enter into contract to procure or obtain; or

3. Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889]. The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries and affiliates.

G. For the duration of the HI-2122 Agreement:

1. The HICAP shall ensure that the equivalent of at least one full-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

2. The full-time paid Volunteer Coordinator shall supersede the prior requirement for a half-time paid Volunteer Coordinator.

H. Funds may not be used for Meals except for the following:

1. When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement.

2. As part of a per diem or subsistence allowance provided in conjunction with allowable travel.

3. When providing training events for HICAP staff and all the following conditions are met:

   a. The HICAP training event is at least four hours in length.
   b. The agenda for the training does not include a designated lunch break. (i.e., working lunch)
   c. All attendees sign an attendance sheet to confirm their participation throughout the training.

I. Consolidated Appropriations Act

The Contractor shall assure, either as HICAP direct services or contracted services, full compliance with the Consolidated Appropriations Act, 2021, Public Law 116-260 to include Administration for Community Living (ACL) grant award funds may not be used:

1. To pay the salary of an individual at a rate in excess of $199,300.

2. To advocate or promote gun control (Section 217).

3. To carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug (Section 522).

4. For lobbying purposes (Public Law 116-260 Section 503), such as

   a. For publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

b. To pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to 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, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policy-making and administrative processes within the executive branch of that government.

c. The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

J. Trafficking Victims Protection Act.

ACL awards are subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)).

1. Provisions applicable to the Contractor, whether providing HICAP services directly or through a subcontract, that are private entities:

   a. The Contractor and contractor's employees may not:

      i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      ii. Procure a commercial sex act during the period of time that the award is in effect; or
      iii. Use forced labor in the performance of the award or subawards under the award.

2. The Department may terminate this agreement, without penalty, if the Contractor that is a private entity:

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or

b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either:
   i. Associated with performance under this agreement; or
   ii. Imputed to the Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the Administration for Community Living at 2 CFR part 376.

3. The Contractor must inform CDA immediately of any information the Contractor receives from any source alleging a violation of a prohibition in paragraph 1.a.

   a. Of this contract term.

   b. CDA's right to terminate unilaterally that is described in paragraph 1.b:
      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      ii. Is in addition to all other remedies for noncompliance that are available to CDA under this agreement
      iii. The Contractor must include the requirements of paragraph 1.a of this agreement in any subcontract.

4. Definitions for purposes of this contract item:

   a. "Employee" means either:
      i. An individual employed by the Contractor or a subcontractor who is engaged in the performance of the project or program under this agreement; or
      ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery

c. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b)

B) A for-profit organization

d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

K. Whistleblower Protections

The Contractor shall assure, either as HICAP direct services or contracted services, full compliance with the 48 CFR 3.901 Whistleblower Protections for Contractor Employees which protects contractor employees from reprisal for disclosure of information (41 U.S.C. 4705).

L. DOMA: Implementation of Same-Sex Spouses/Marriages

The Contractor shall assure, either as HICAP direct services or contracted services, full compliance with Obergefell v. Hodges, 576 U.S. 644 (2015), the U.S. Supreme Court's decision which held that States may not deny same-sex couples the right to marry. The Contractor is expected to recognize same-sex marriage, given that marriage is also recognized by a U.S. jurisdiction. Accordingly, the Contractor must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

M. HHS Grants Policy Statement

The Contractor shall assure, either as HICAP direct services or contracted services, full compliance with the HHS Grants Policy Statement (GPS), which are common across all HHS Operating Divisions (OPDIVs) and apply as indicated in the HHS GPS unless there are statutory, regulatory, or award-specific requirements to the contrary (as specified in individual Notices of Awards).

ARTICLE II. REPORTING PROVISIONS

A. The Contractor shall ensure, either as a direct services or contracted services HICAP, that program data is entered into the Statewide 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.

1. The Contractor shall review and approve program performance data entered into SHARP.

2. The Contractor shall review and approve performance data, and submit programmatic data using SHARP for the reporting periods as follows:

Reporting Period	**Due Date**
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
January 1 – January 31	February 15
February 1 – February 28	March 15
March 1 – March 31	April 15

B. The Contractor shall train and orient staff and subcontractor's staff, either as a direct services or contracted services HICAP, regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data. [45 CFR 1321.55(b)]

ARTICLE II. REPORTING PROVISIONS (Continued)

C. For State Fiscal Year 2022-23, activities funded through Federal SHIP Administrative Supplement allocations are limited to:

1. Expanding activities such as: volunteer recruitment, training, beneficiary counseling, group outreach and education, and media outreach and education, and/or

2. Covering increased costs due to unforeseen circumstances.

Upon request, the Contractor will provide information and supporting documentation on any activities funded in-part or in-whole with the supplement funding.

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 Medicare appeals and timelines with the Centers for Medicare & Medicaid Services or hearing officers.

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.

6. A description of how sensitive and confidential records will be transferred.

7. A description of adequate staff to provide continued service through the term of the existing Contract. [22 CCR 7206(e)(4)]

8. A plan to conduct a property inventory and transfer, or return to CDA all equipment purchased with HICAP 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.

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

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.