

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.

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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."

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- 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.

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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

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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:

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- 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

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- 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.

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Exhibit E – Additional Provisions

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.