

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

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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. 1J1CMS331625-01-00 (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.

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.fsrc.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>).

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.

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

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

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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 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.

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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.

Contractor acknowledges that CDA may be required to maintain the currency of information in the Federal Awardee Performance and Integrity Information System (FAPIIS). 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.

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- 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 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->

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us/nondiscrimination/nondiscrimination-notice.html. Your notice shall be crafted applicable to your program.

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

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

of acknowledgment, date request provided, and date referred to CDA if applicable.

- 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 15<sup>th</sup> day of each month following the reporting period for the length of this Agreement, as follows:

<b>Reporting Period</b>	<b>Due Date</b>
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 at the dates indicated below for the corresponding reporting periods.

<b>Progress Reports</b>	<b>Reporting Period</b>	<b>Due Date</b>
Semi-Annual Report #1	12/22/2017 – 6/21/2018	07/05/2018
Semi-Annual Report #2	6/22/2018 – 12/21/2018	01/04/2019
Semi-Annual Report #3	12/22/2018 – 6/21/2019	07/05/2019

ARTICLE II. REPORTING PROVISIONS (Continued)

3. **Final Narrative Report:** A final report is required at the end of the Contract Period for the two years of the contract. CDA will provide more information on the reporting form for the Final Report 30 days prior to the end of the reporting period.

<b>Final Report</b>	<b>Reporting Period</b>	<b>Due Date</b>
Final Report (inclusive of entire reporting period)	12/22/2017 – 12/21/2019	02/21/2020

- 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.
2. Number of HICAP counselors trained on the financial alignment demonstration by zip code and county.
3. Number of referrals to HICAP from:
  - Medi-Cal office
  - Enrollment brokers
  - 1-800-MEDICARE
  - CMS Federal Coordinated Health Care Office (FCHCO)
  - Other
4. Number of types of topics discussed or services provided to beneficiaries:
  - 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
5. Number and type of referrals:
  - Referred to other service(s)/organizations
  - Referred to enrollment broker
  - Referred to the appeals process

ARTICLE II. REPORTING PROVISIONS (Continued)

6. Number of beneficiaries that elected to opt-out
  7. Number of beneficiaries who remained in their assigned managed care program
- 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
- 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.
  - 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.

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.
- 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.
  - 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

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

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).