

ARTICLE I. ASSURANCES SPECIFIC TO THE F2-1718 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, F 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

ARTICLE I. ASSURANCES SPECIFIC TO THE F2-1718 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. 1N1CMS331417-01-00 (Affordable Care Act State Health Insurance Assistance Program (SHIP) and ADRC Options Counseling for Medicare-Medicaid Individuals in States with Approved Financial Alignment Models)

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.

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 application, 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 all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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-1N1-14-001 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 annual and final progress reports.

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

- 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.

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

ARTICLE II. REPORTING PROVISIONS (Continued)

- 2. **Final Narrative Report:** A final report is required covering the period of performance for F2-1718 Project period.

FA-2 Final Report	Reporting Period	Due Date
Project Year 2017-18	12/01/2017 – 04/30/2018	06/01/2018

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 (mid-term, annual, final):
1. Program name
 2. Program leader name
 3. Reporting period
 4. Budget status – include amounts for planned expenditure, actual expenditure, and deficit/surplus
 5. Work plan chart/timeline status
 6. Project description – short summary
 7. Milestones – record milestones that have been reached at this point in the Project
 8. Accomplishments
 9. Goals projected to be completed during the next reporting period
 10. Issues that must be addressed for the Project to be successful
- 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.

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:

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

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.
- 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.

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

- 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.

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).