

ARTICLE I. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) AND MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) OF 2008 SPECIFIC TERMS AND CONDITIONS

A. Order of Authority

This Agreement is subject, in descending order, to the requirements applicable under (1) the Medicare Improvements for Patients and Providers Act of 2008 - Section 119, Public Law (PL) 110-275, as amended by Section 3306 of the Patient Protection and Affordable Care Act of 2010 (Affordable Care Act), reauthorized by Section 610 of the American Taxpayer Relief Act of 2012 (ATRA), reauthorized by Section 110 of the Protecting Access to Medicare Act of 2014, reauthorized by the Medicare Access and CHIP Reauthorization Act of 2015, and reauthorized for two years under the Bipartisan Budget Act of 2018 (P.L. 115-123, BBA of 2018); (2) other applicable federal statutes and their implementing regulations; (3) program regulations; and (4) terms of conditions of the award.

By expending funds received under this award, the recipient commits to ensuring that it will carry out the project/program described in its approved state plan(s). Funds must be expended on the approved MIPPA plans; failure to do so will result in the disallowance of expenditures and require the return of all funds spent on inappropriate activities.

B. Audit Requirement

This Contract is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards under Title 45 CFR Part 75. These requirements and additional terms and conditions can be found the ACL website:

<https://www.acl.gov/grants/managing-grant>

The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living:

93.071 Priority Area 1: SHIPs, Priority Area 2: AAAs, Priority Area 3:
ADRCs

Expenditures will also be identified separately by Catalog of Federal Domestic Assistance (CFDA) number as separate rows on Form SF-SAC. For questions and information concerning the submission process, please visit:

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https://harvester.census.gov/facides/Files/2015_2018%20Checklist%20Instructions%20and%20Form.pdf

C. Products

At any phase of the project period, the Contractor shall deliver to CDA, upon request, any materials, systems, or other items developed, refined, or enhanced under this Contract. The Recipient agrees that CDA and ACL shall have royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use the items for federal or state government purposes.

D. The Contractor shall assure that the following publication conditions are met:

This project was supported, in whole or in part, by grant number(s) 1801CAMISH, 1801CAMIAA, 1801CAMIDR, from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. Grantees undertaking projects with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official ACL policy.

E. Whistleblower Protections

Contractors are hereby given notice that the 48 CFR Section 3.908, implementing Section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

F. United States v. Windsor

United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013), Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. Section 7. All contractors/subcontractors are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions, or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, contractors/subcontractors must review and revise, as

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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. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

ARTICLE II. CONTINUITY OF SERVICE AND TRANSITION PLAN

A. In the event of a change in subcontractors during the term of this Contract, the Contractor shall assure that a subsequent subcontractor is available to complete any open cases or transactions during the transition period. This shall include all requirements specified in Exhibits A, B, C, D, and E of this Agreement.

B. Transition Plan

The Contractor shall submit a transition plan to CDA for approval within fifteen (15) days of a written Notice of Termination by CDA or Notice of Intent to Terminate by the Contractor or subcontractor. The transition plan must be approved by CDA prior to implementation 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 or Subcontractor.
2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new Contractor or Subcontractor.
3. A description of how clients will be notified about the change and how their services will be continued.
4. A description of how communications with other HICAP sites, ADRCs (where applicable), local agencies and advocacy organizations may be made to assist in locating alternative services as needed.
5. A description of how community referral sources will be informed of the change of contractor or subcontractor and the continuation of services.
6. A description of how sensitive, confidential records, including personal health information, will be transferred to ensure adequate protection of the records.
7. A description of the qualifications of the requisite staff that would ensure continued provision of services through the term of the existing contract.

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

8. A plan that specifies a timeline for the transition.
 9. A plan to conduct a property inventory and transfer, or return to the CDA, all equipment purchased with these Contract funds as directed by CDA.
 10. Additional information as necessary to effect a safe transition of clients from the outgoing Contractor to the new Contractor.
- C. The Contractor shall implement the transition plan as approved by CDA.
- D. CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.

ARTICLE III. REPORTING

A. Data Reporting and Collection

1. The Contractor is required to collect and report data as specified by CDA for work completed by the AAA and the ADRC (where applicable). Refer to: <http://www.aging.ca.gov/ProgramsProviders/AAA/MIPPA/> for reporting guidance.
2. The Contractor shall ensure participating HICAPs report work completed under the Agreement using the Statewide HICAP Automated Reporting Program (SHARP).
3. The Contractor shall ensure that all performance data is submitted according to CDA-approved reporting procedures and timelines and is timely, complete, accurate, and verifiable.
4. CDA reserves the right to modify performance reporting terms and conditions to ensure compliance with federal government guidelines and requirements.

B. Narrative Reports

1. Narrative reports are due to CDA at dates to be specified by CDA.
2. All narrative reports shall specify how the contract funds were used, progress to date in achieving MIPPA Work Plan objectives, barriers encountered, and steps taken to overcome these barriers.